

# **EXHIBIT 2364**

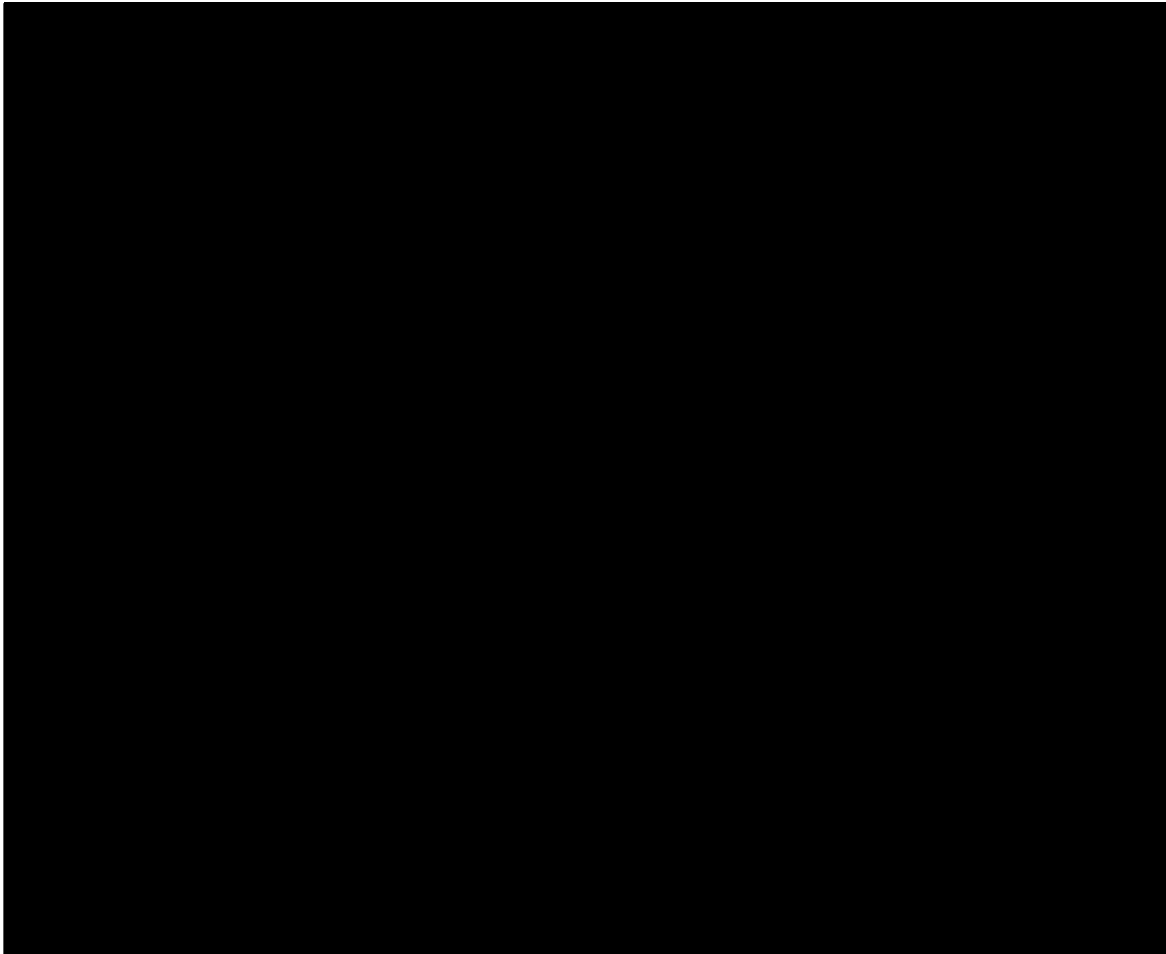
to the Declaration of  
Lisa J. Cisneros in Support of  
Plaintiffs' Opposition Briefs

**REDACTED VERSION**

**AMENDED AND RESTATED  
GOOGLE-INTUIT PRODUCT  
AND PROMOTION AGREEMENT**

This **AMENDED AND RESTATED GOOGLE-INTUIT PRODUCT AND PROMOTION AGREEMENT** (the "Restated Agreement") is dated and effective October 15, 2007 (the "Restated Effective Date"), and amends and restates the agreement initially entered into by the parties effective as of July 10, 2006 (the "Original Effective Date"), by and between Google Inc., ("Google") and Intuit Inc. ("Intuit") (each of Google and Intuit, a "Party", and together, the "Parties") and amended by Amendment Number One entered into as of November 1, 2006 (the "Original Agreement" and together with the Restated Agreement, the "Agreement"). The Parties will be bound by and perform the obligations set out in this Agreement in accordance with the terms and conditions of this Agreement without prejudice to any rights or remedies which may have accrued between the Parties under the Original Agreement. Except as modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. This Agreement shall take precedence in the event any terms and conditions of the Original Agreement conflicts herewith.

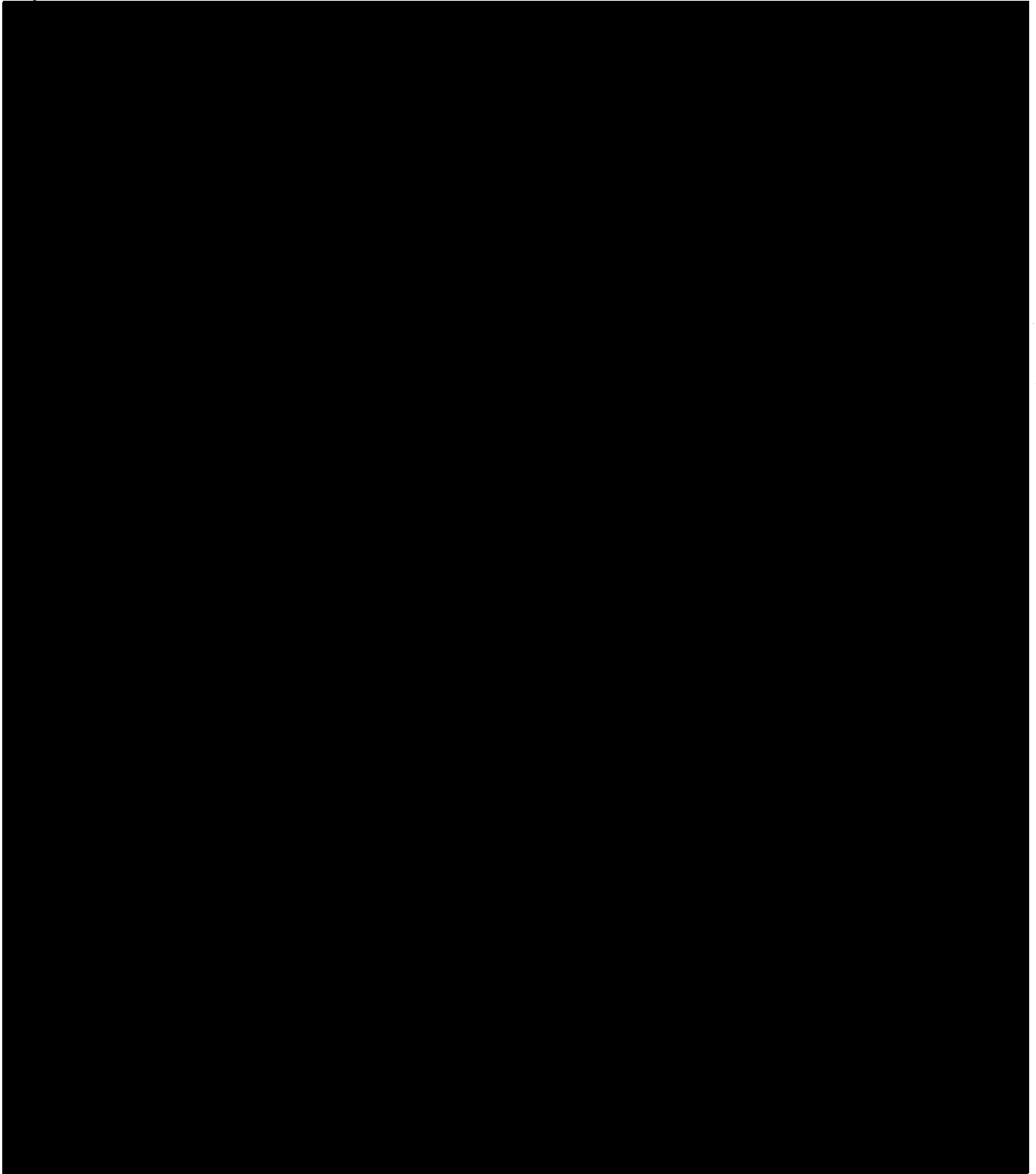
In consideration of the covenants, promises, payments and other valuable consideration contained in the Agreement, the Parties agree as follows:

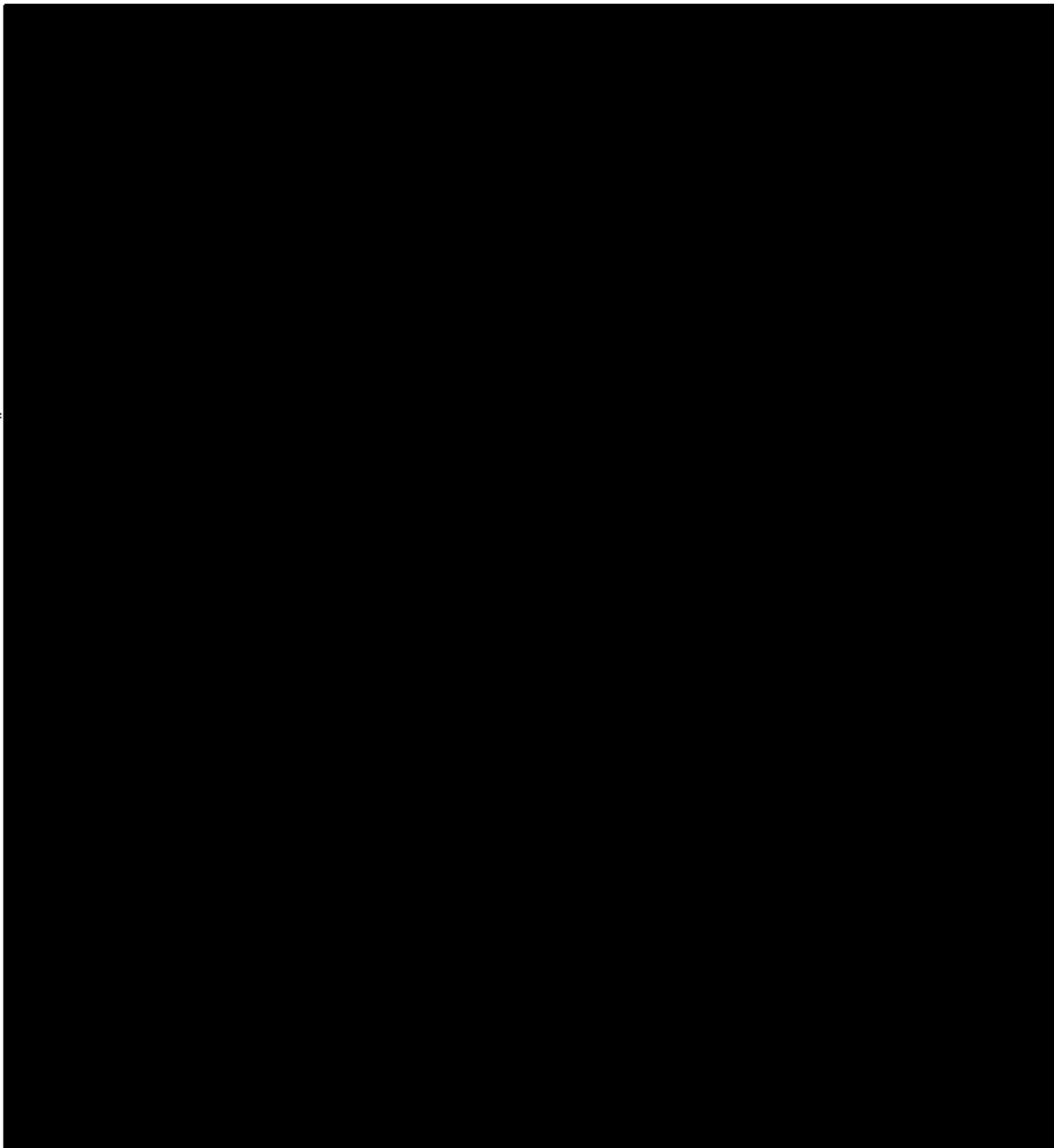


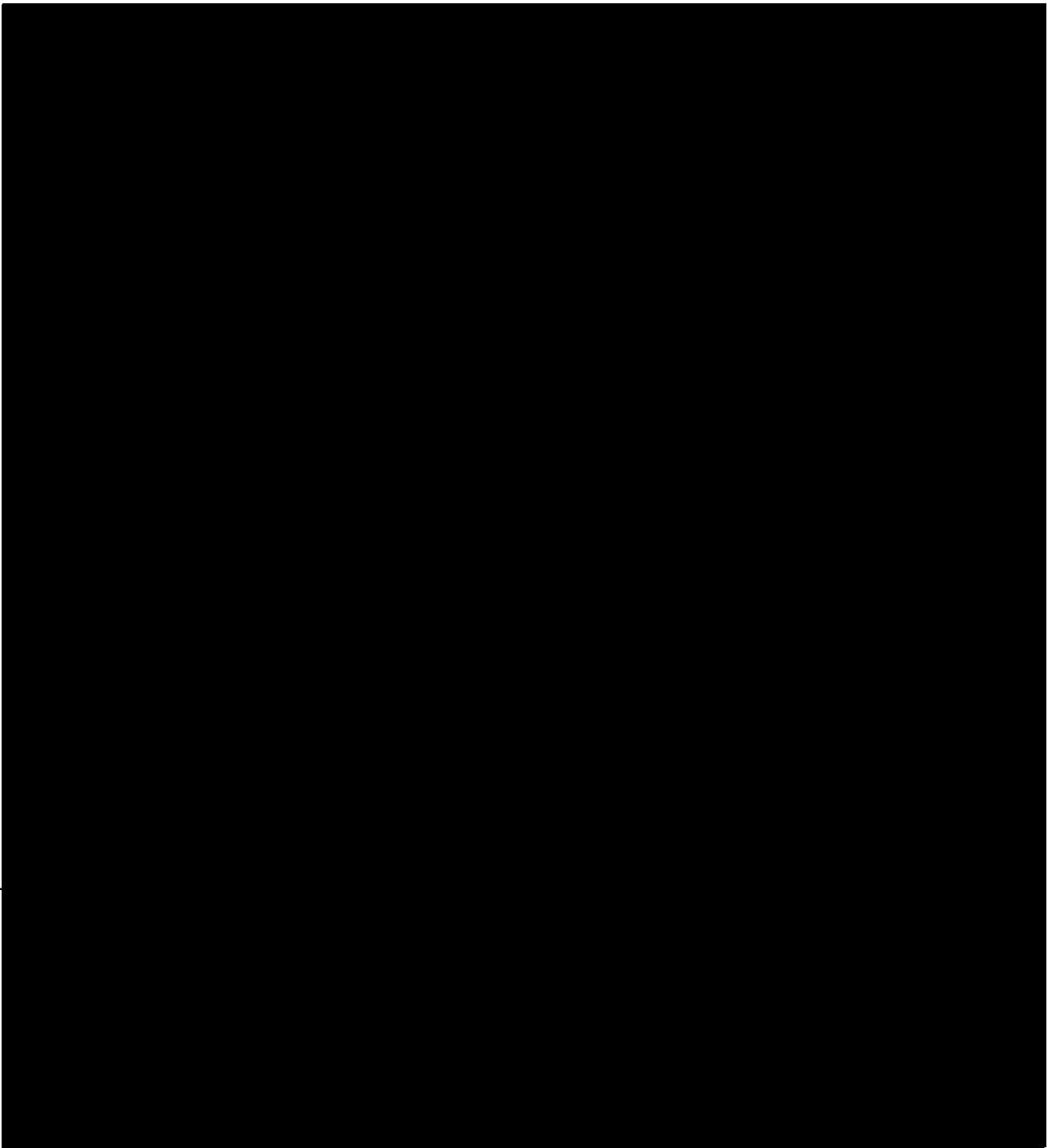
- 1

EXHIBIT 2364
WIT: Lintner
DATE: 3.25.2013
ANNE TORREANO, CSR #10520

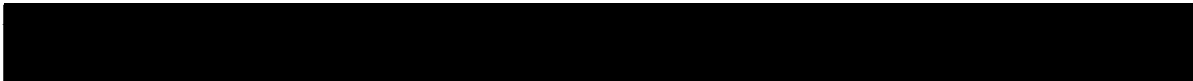
2364.1 INTUIT\_056624  
Confidential







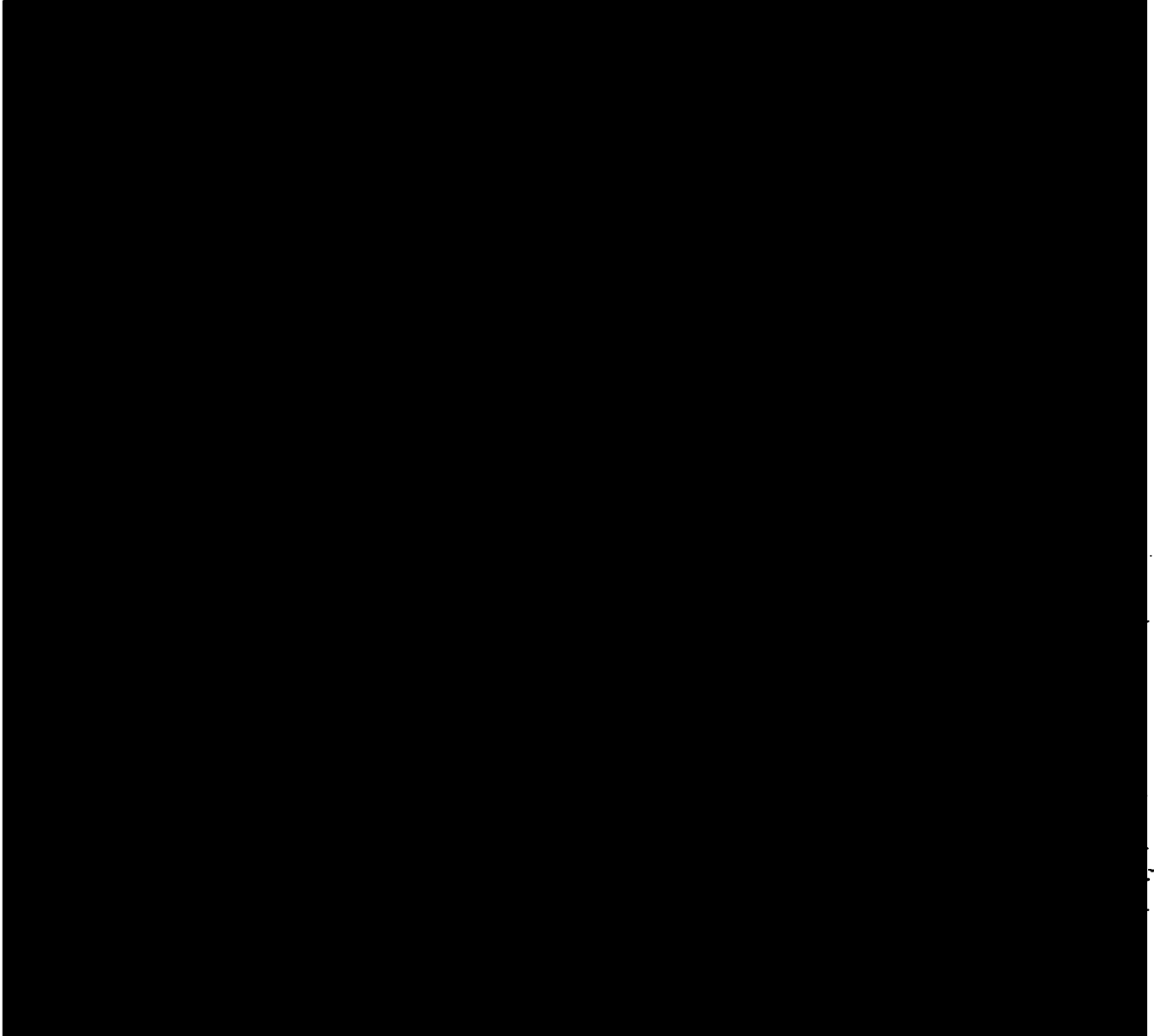
2.5 [Intentionally Omitted]



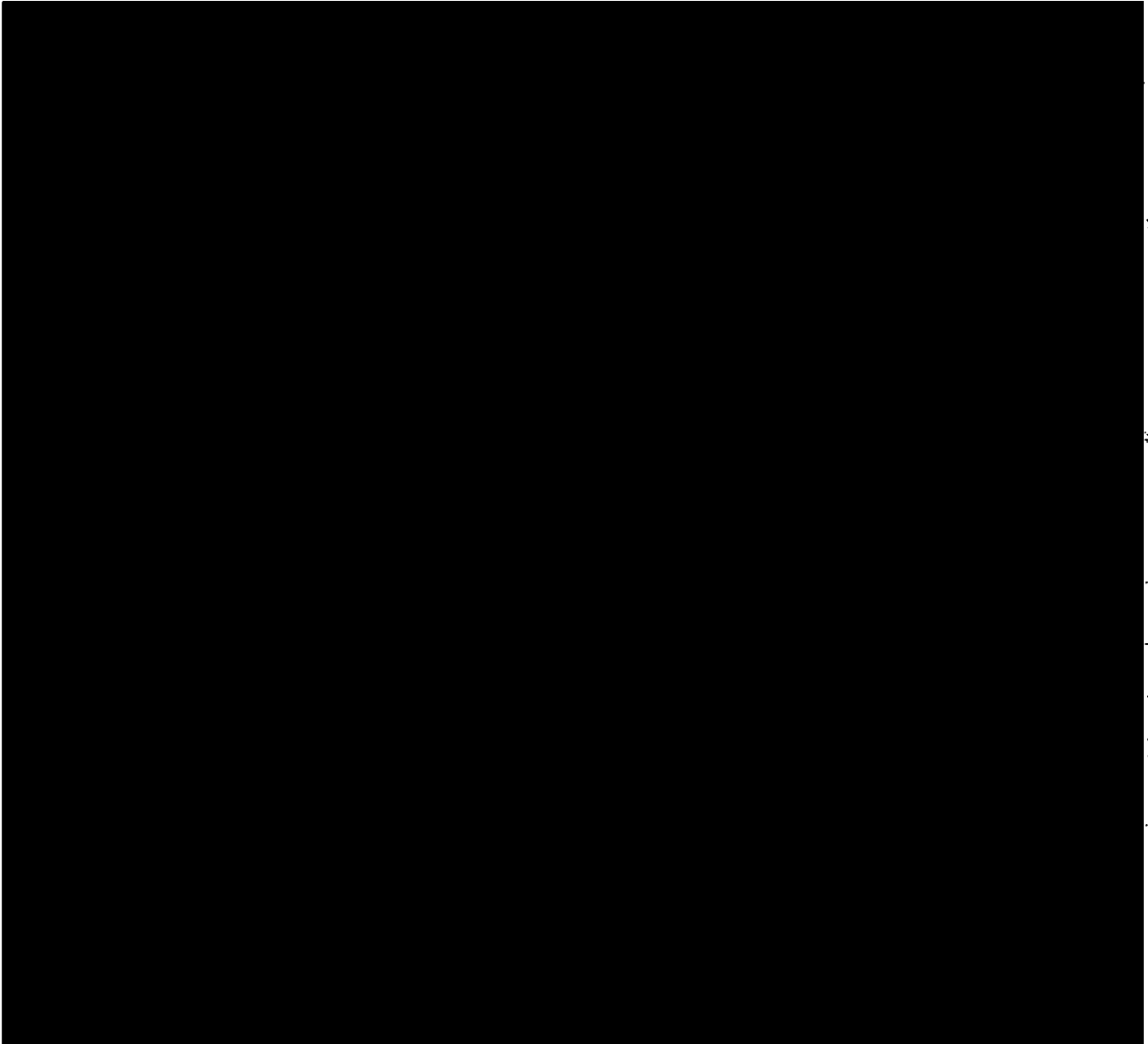
2364.4  
INTUIT\_056627  
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2.7 [Intentionally Omitted]



**3 MARKETING, DISTRIBUTION AND PROMOTIONAL ACTIVITIES.**



5.2 [Intentionally Omitted]

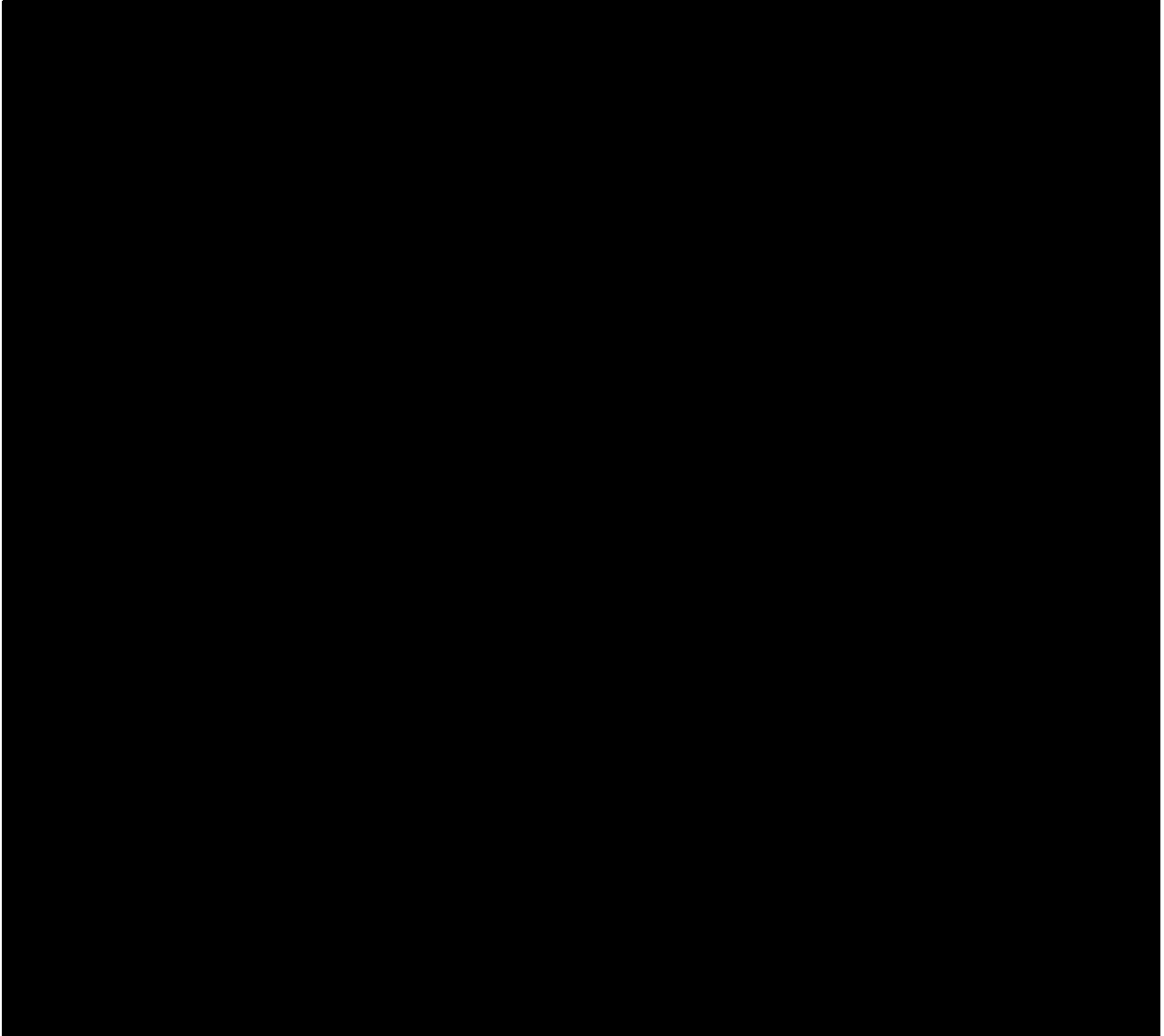
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5.4 [Intentionally Omitted]

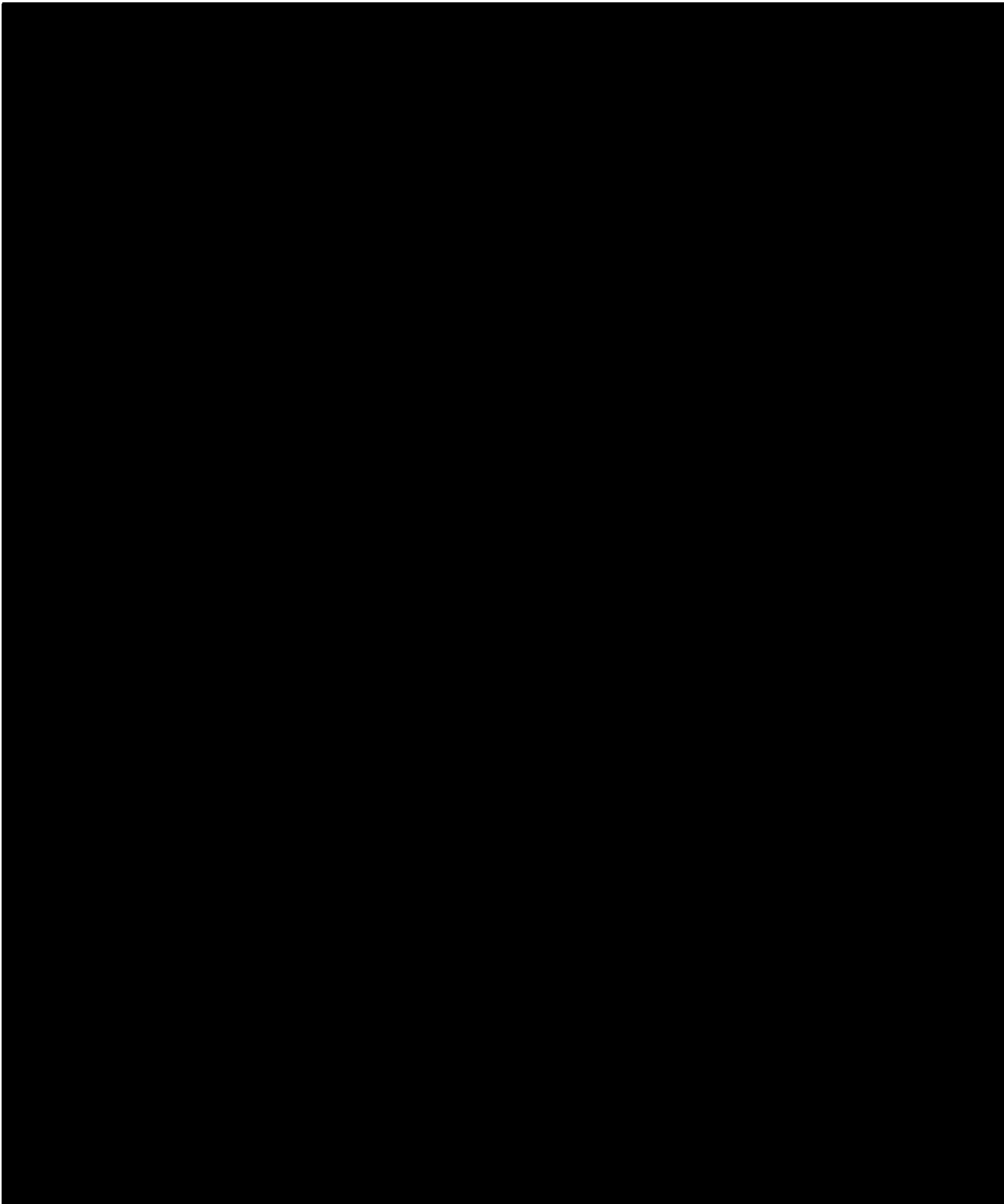
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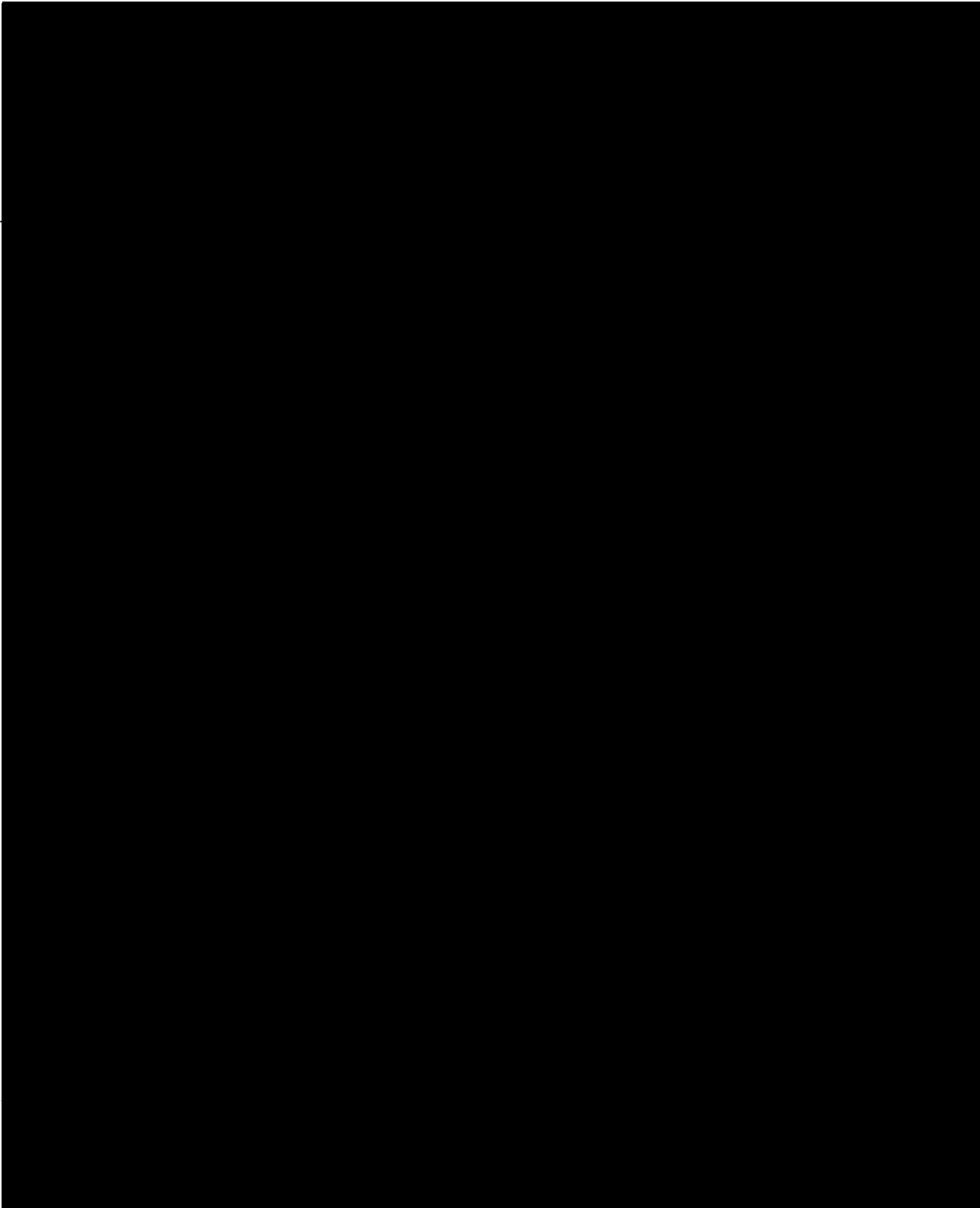


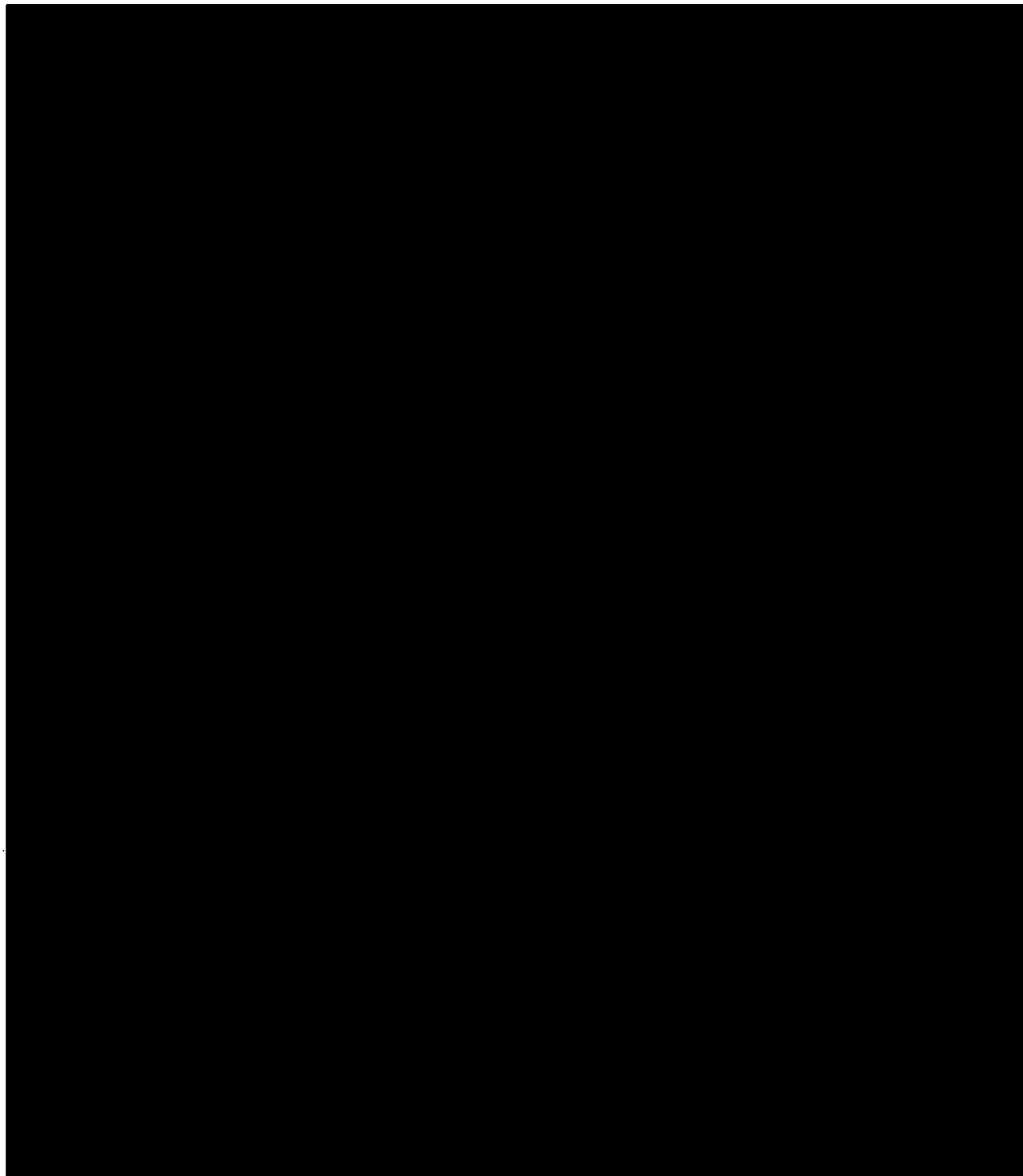
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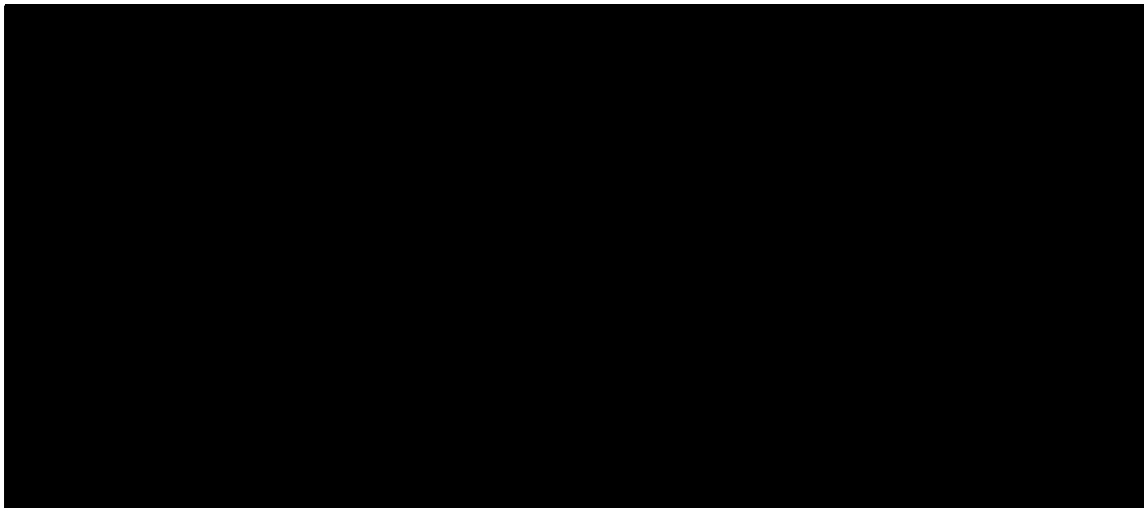




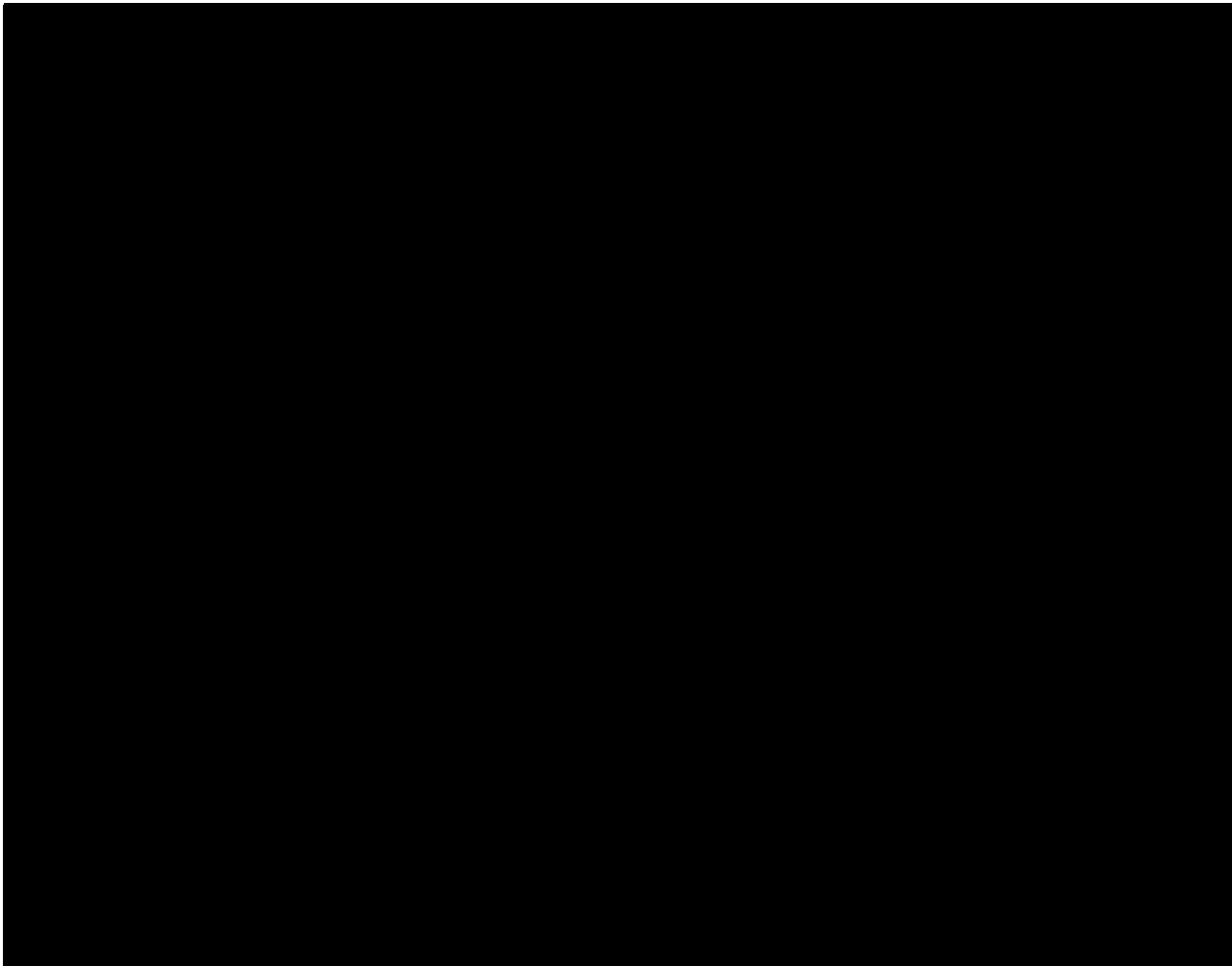


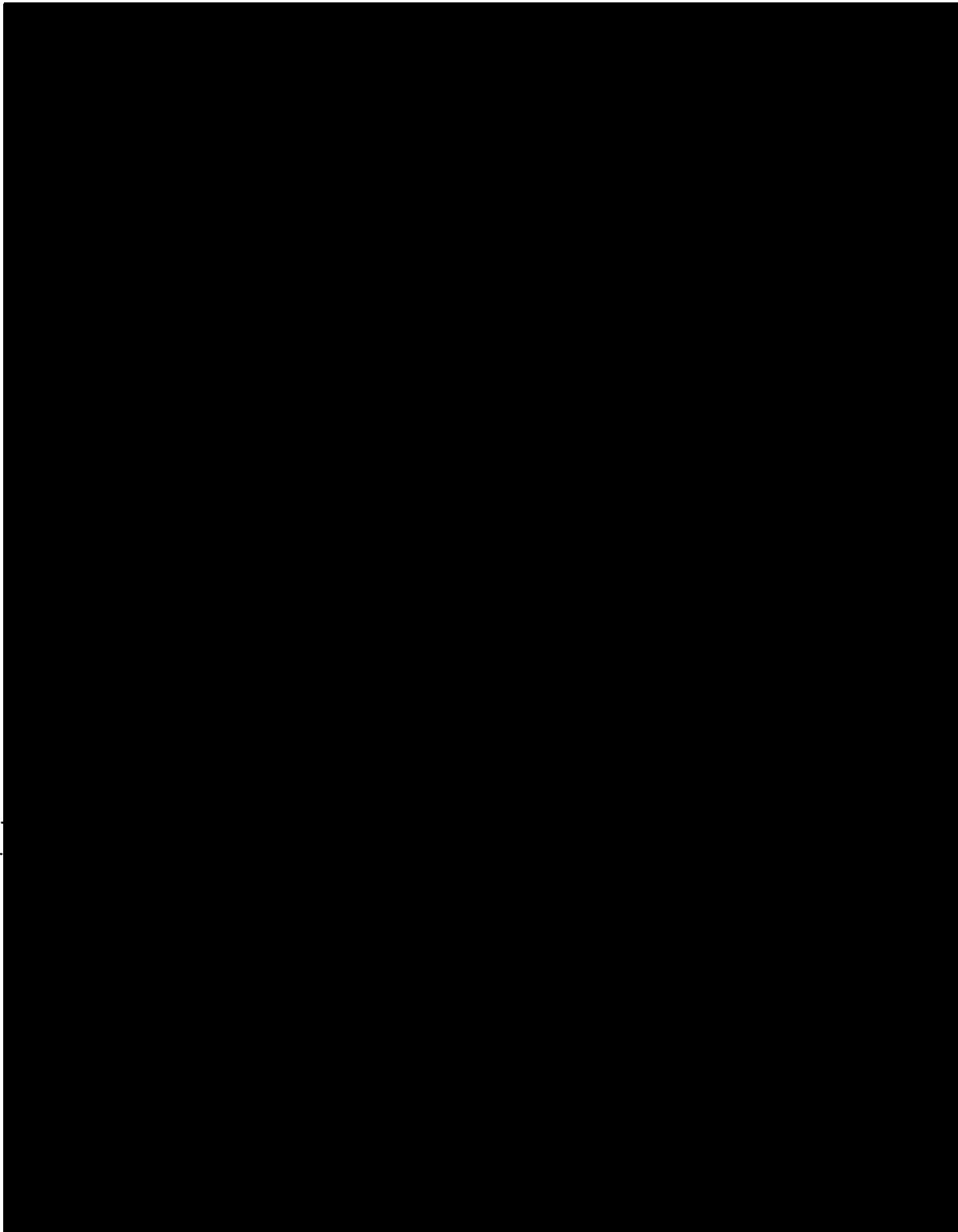


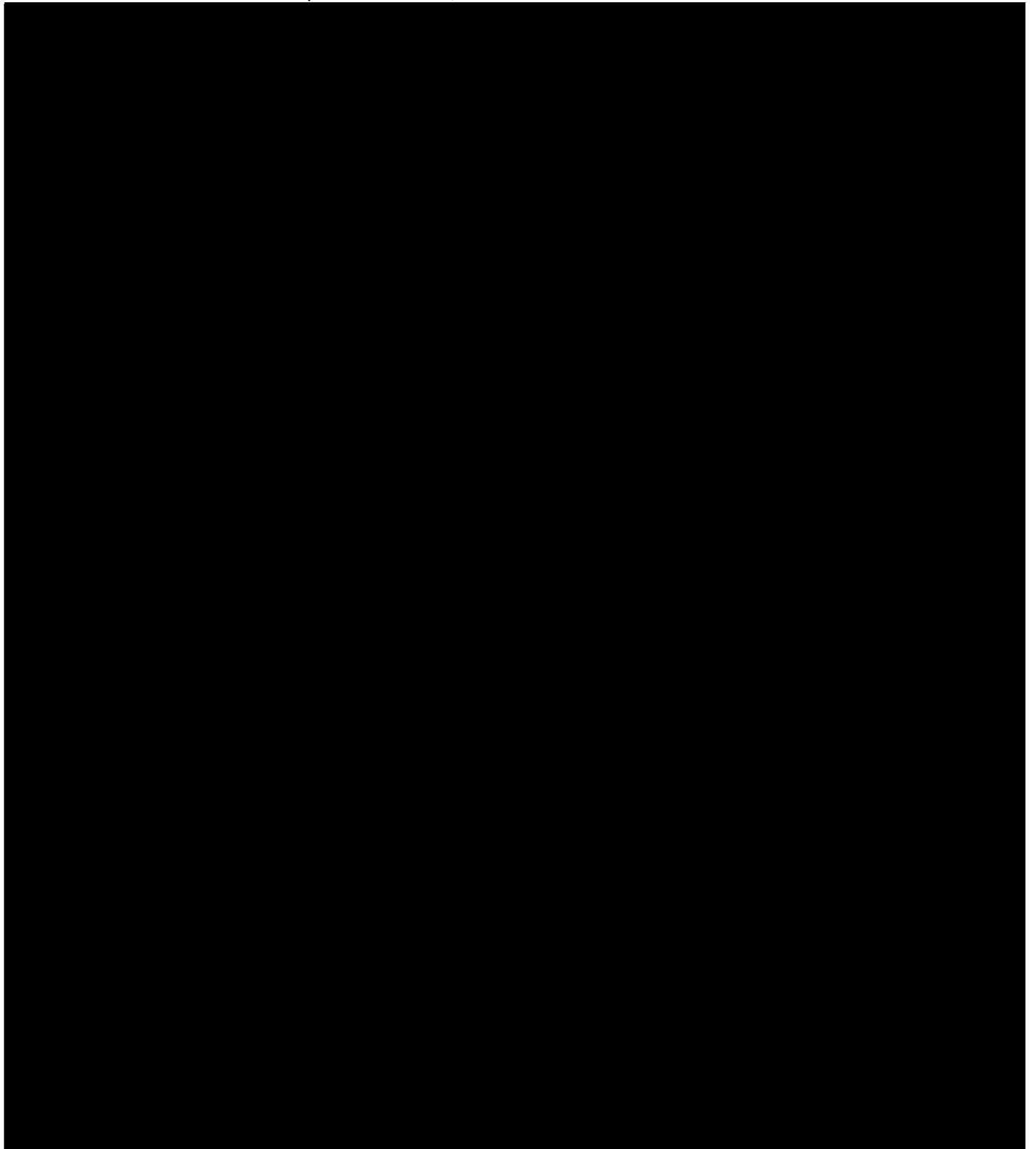
9.5.3 [Intentionally Omitted]



11 CONFIDENTIALITY.

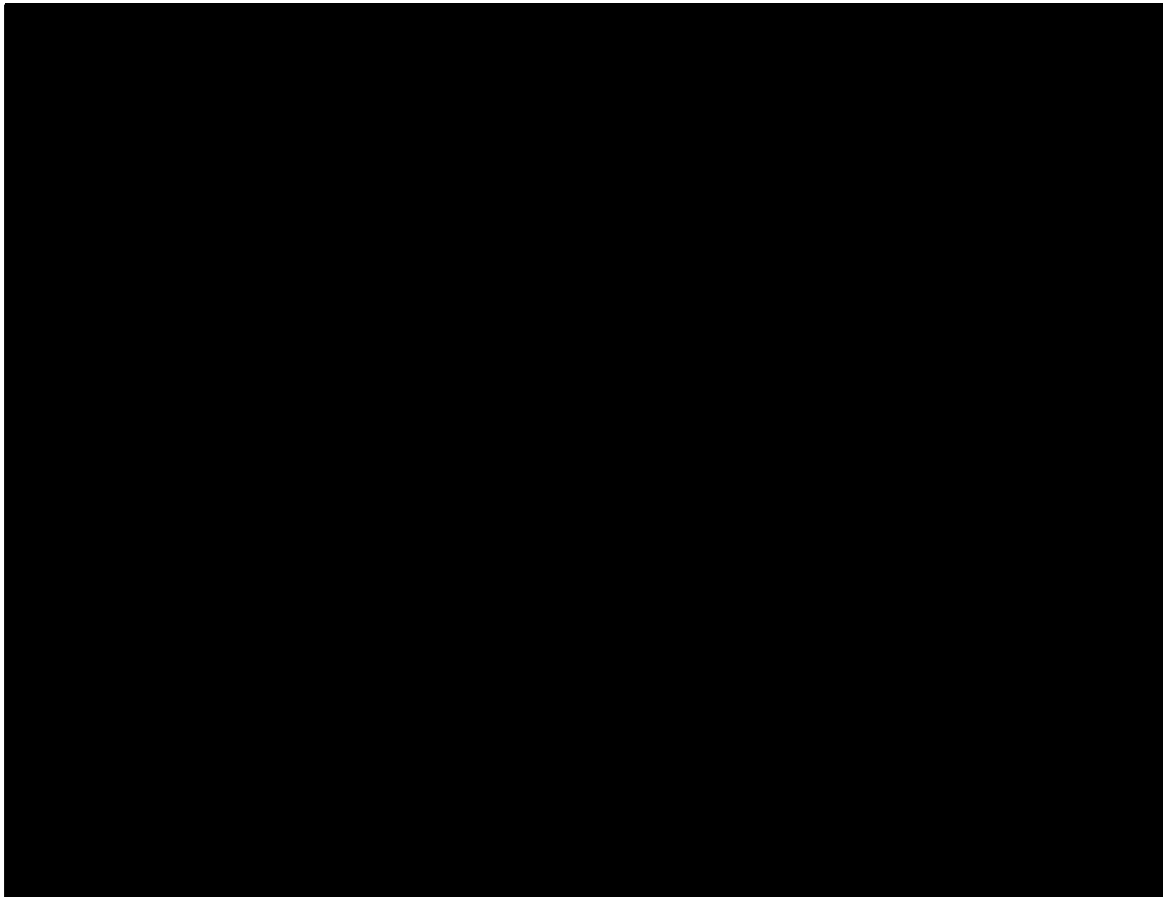




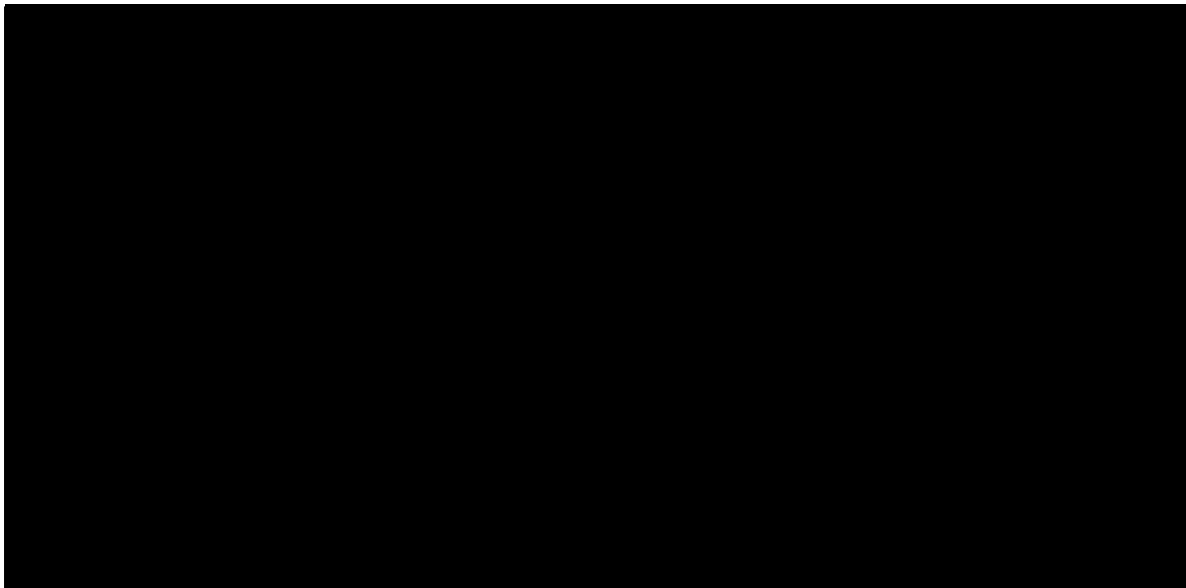


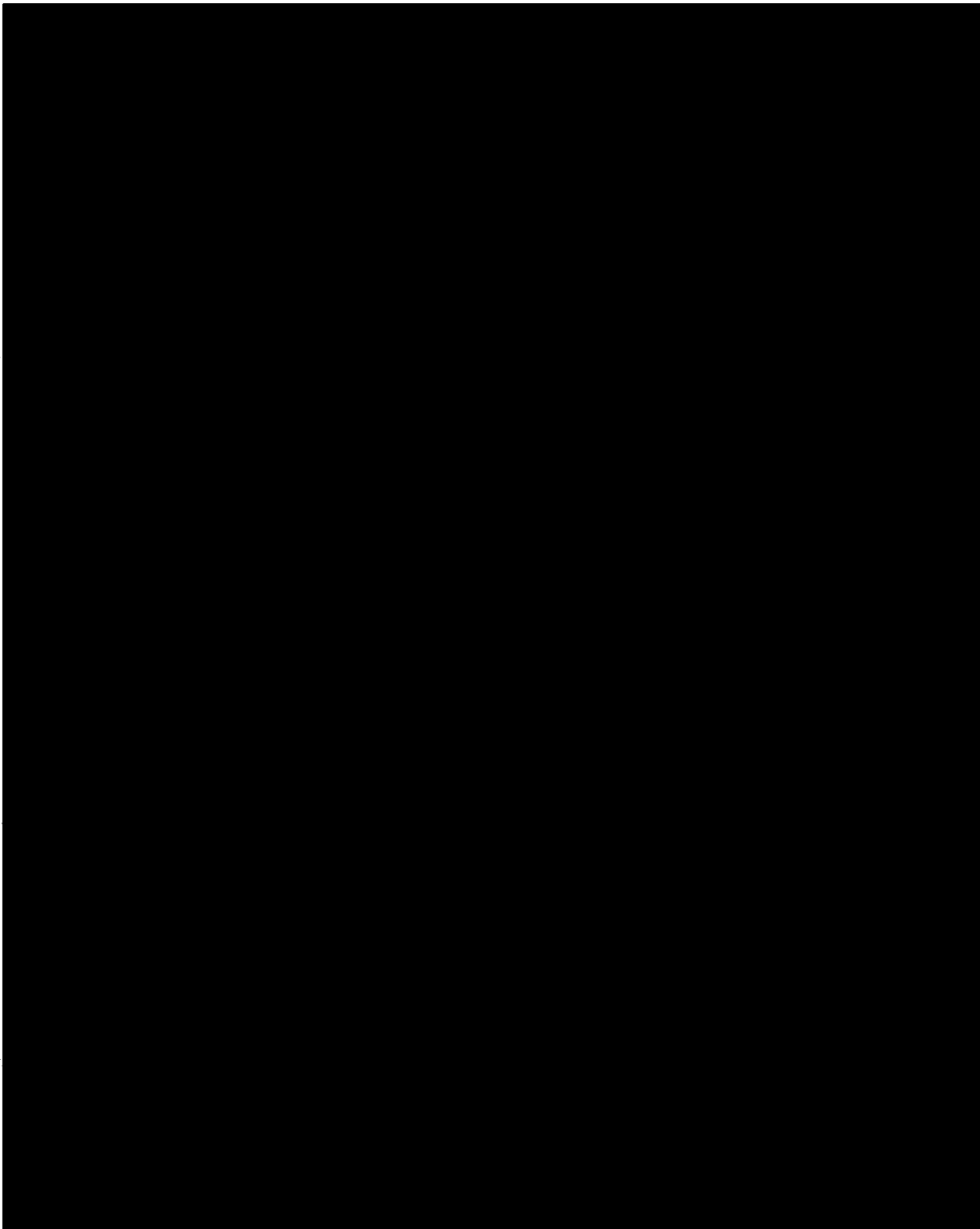
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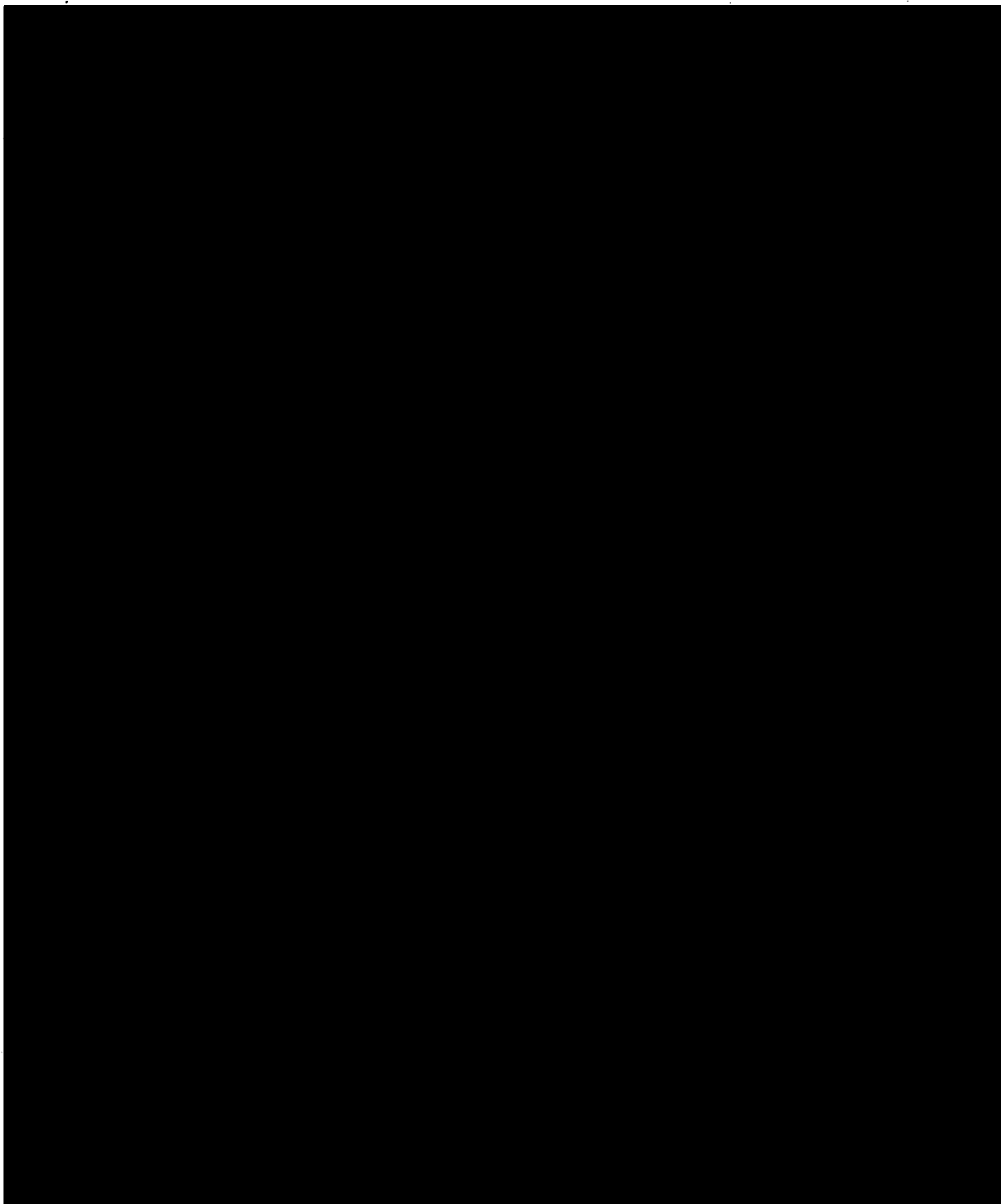


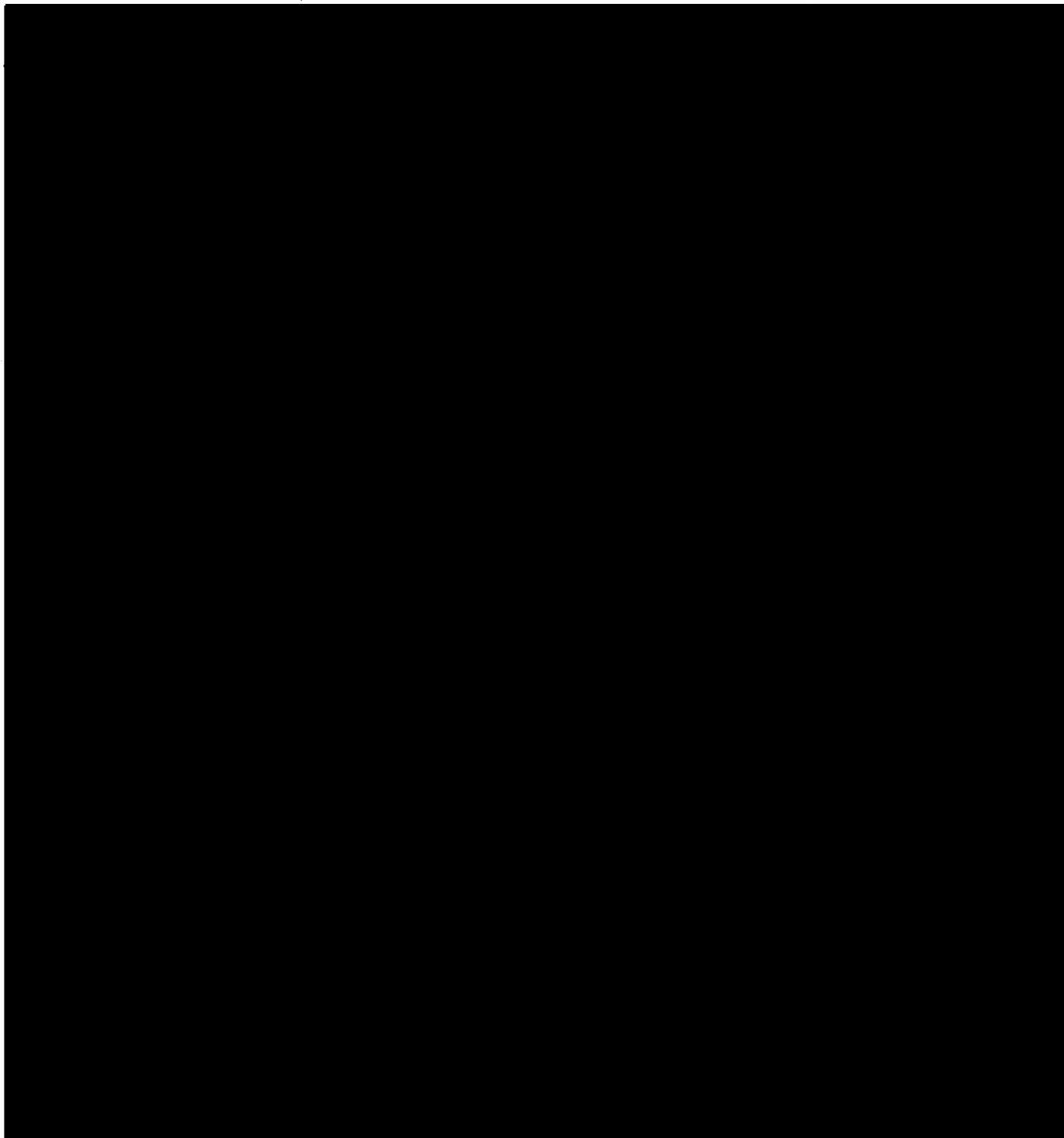
**15 TERM AND TERMINATION.**











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Confidential

AGREED TO AND ACCEPTED:

Google Inc.

By:

Name:

Title:

David Fischer  
David Fischer  
VP, Online Sales & Ops

Intuit Inc.

By:

Name:

Title:

Steven Aldrich  
Steven Aldrich  
VP, Intuit

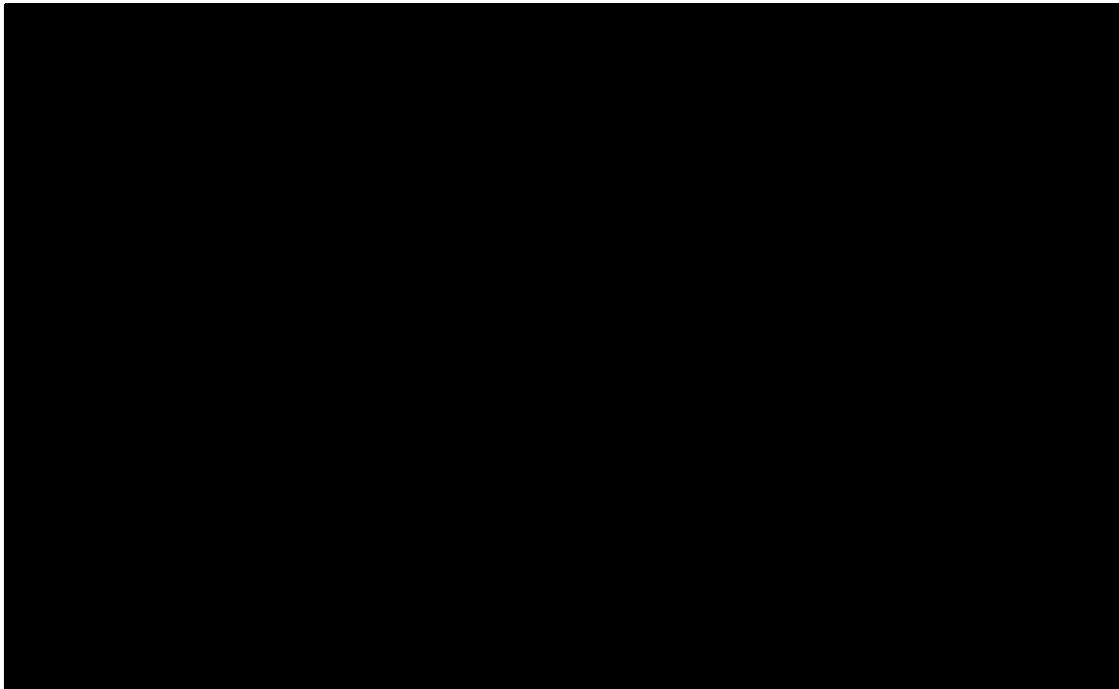


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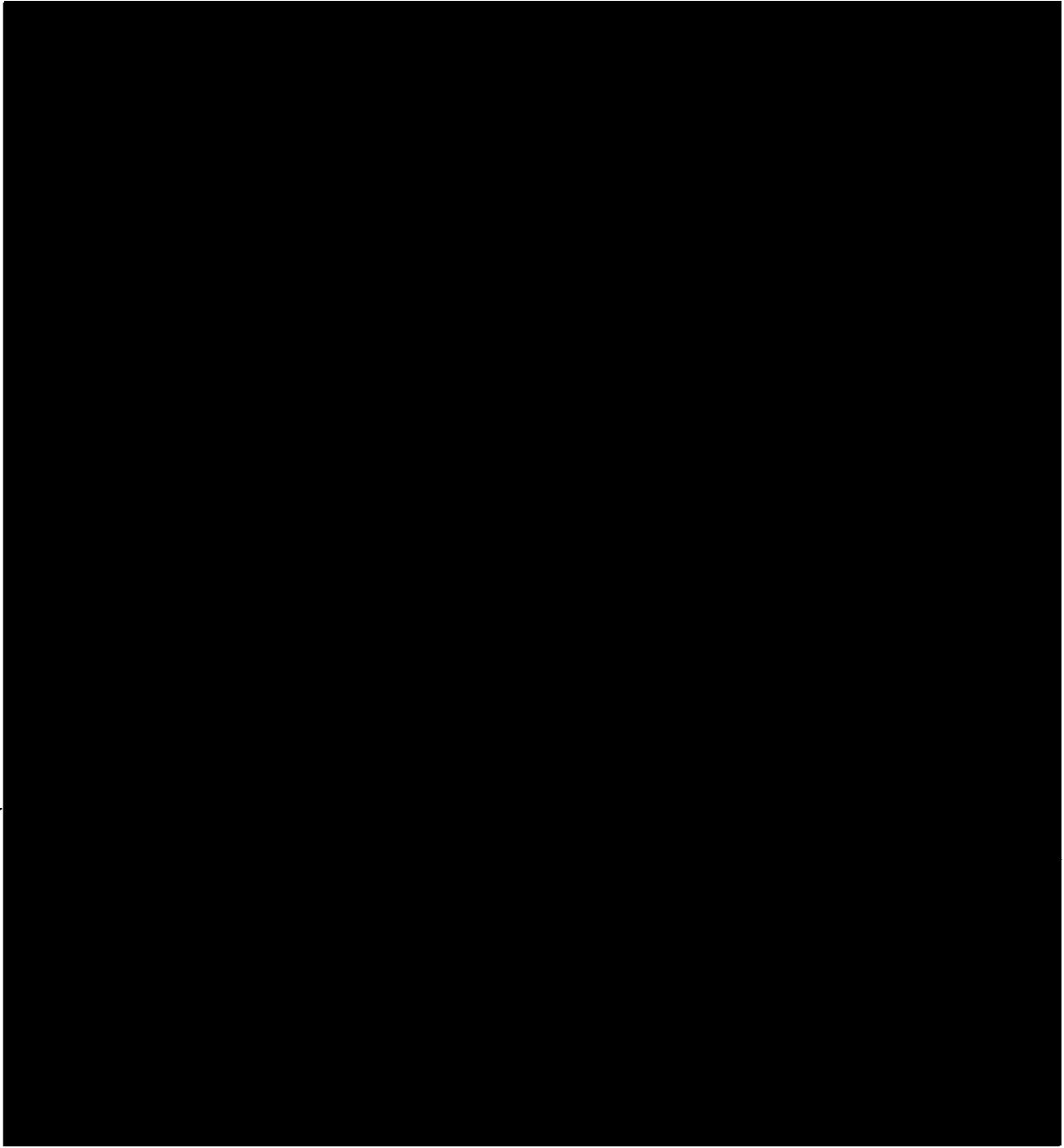
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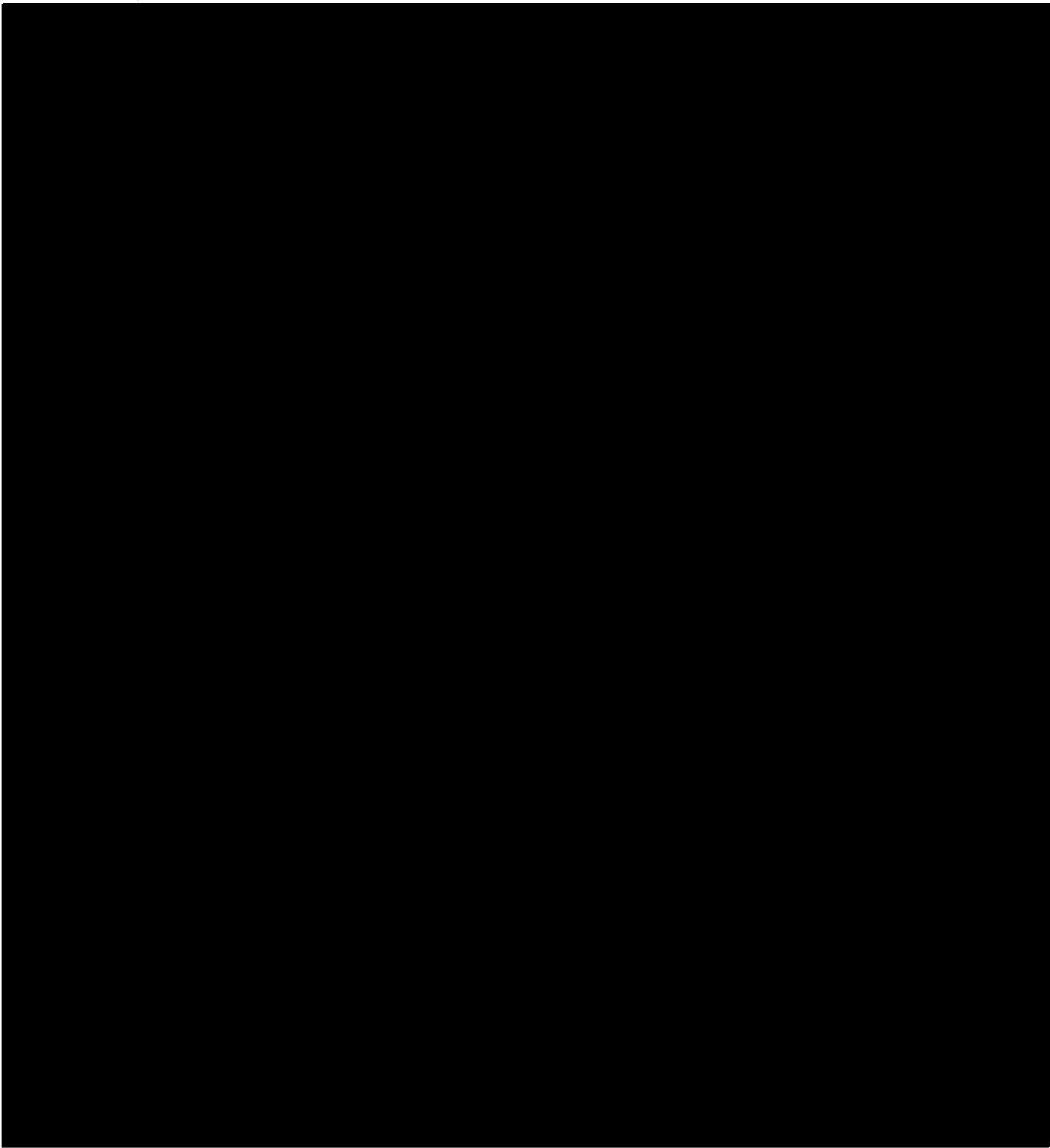
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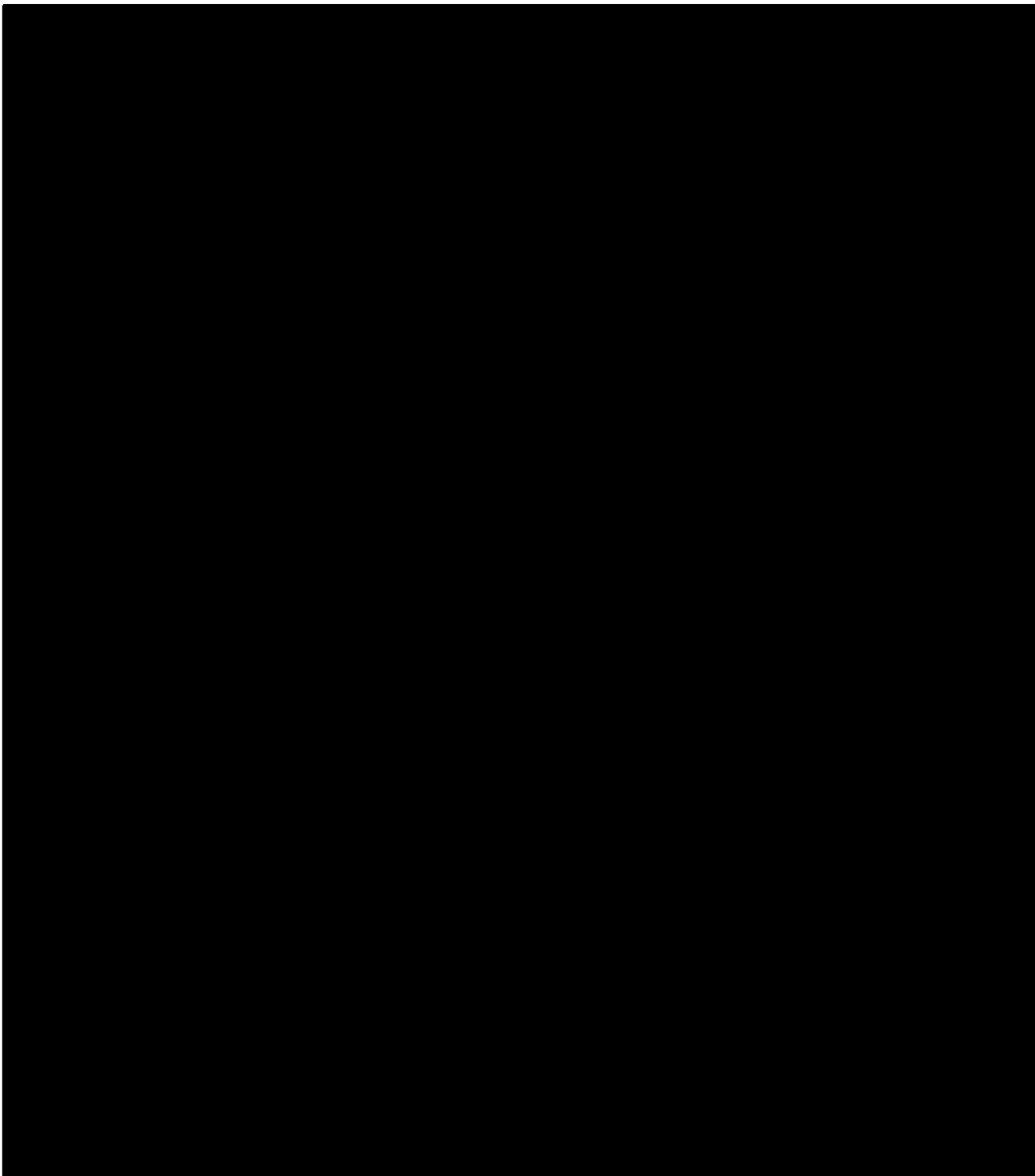
**Index of Exhibits**

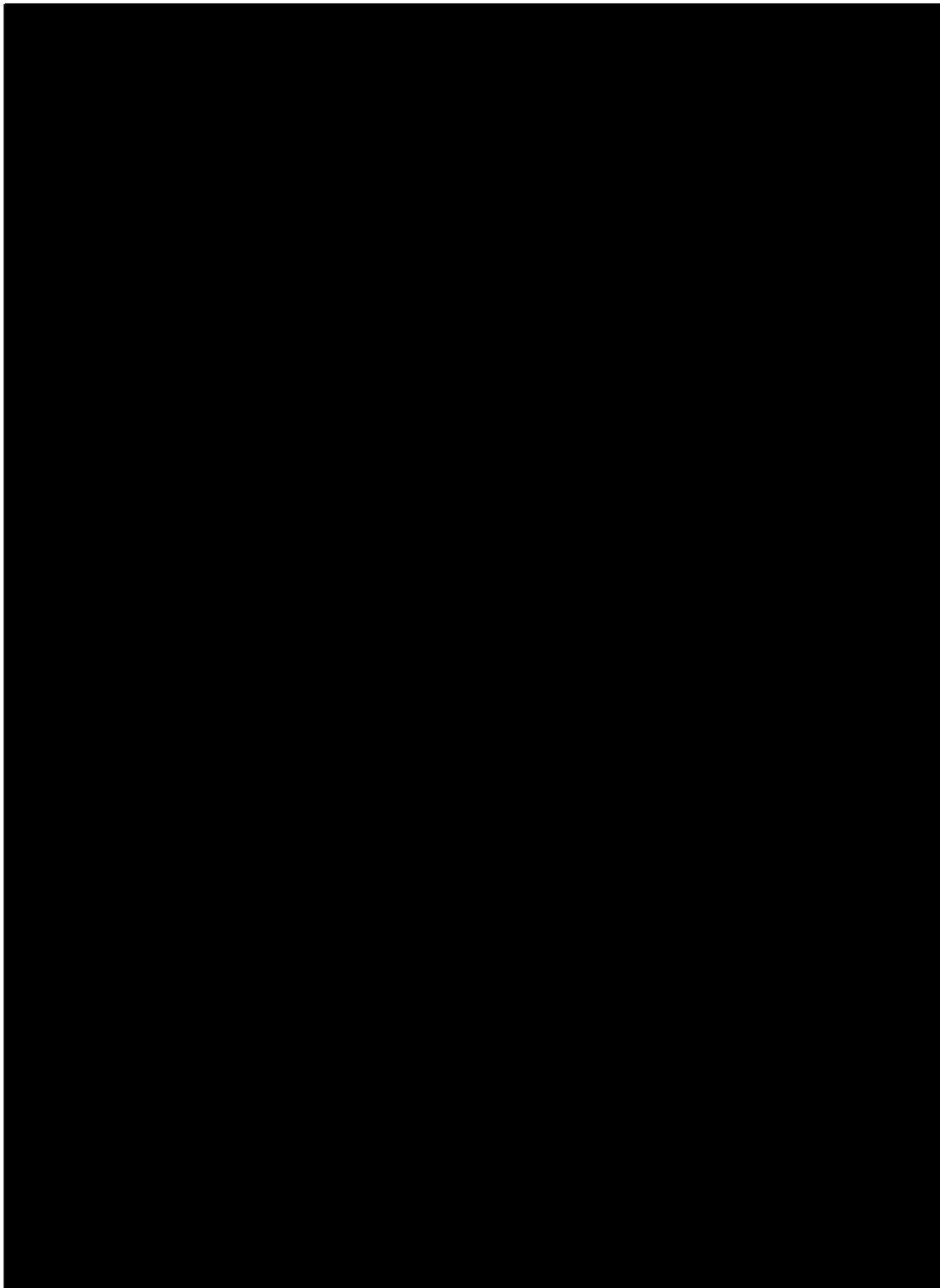


**Exhibit A**





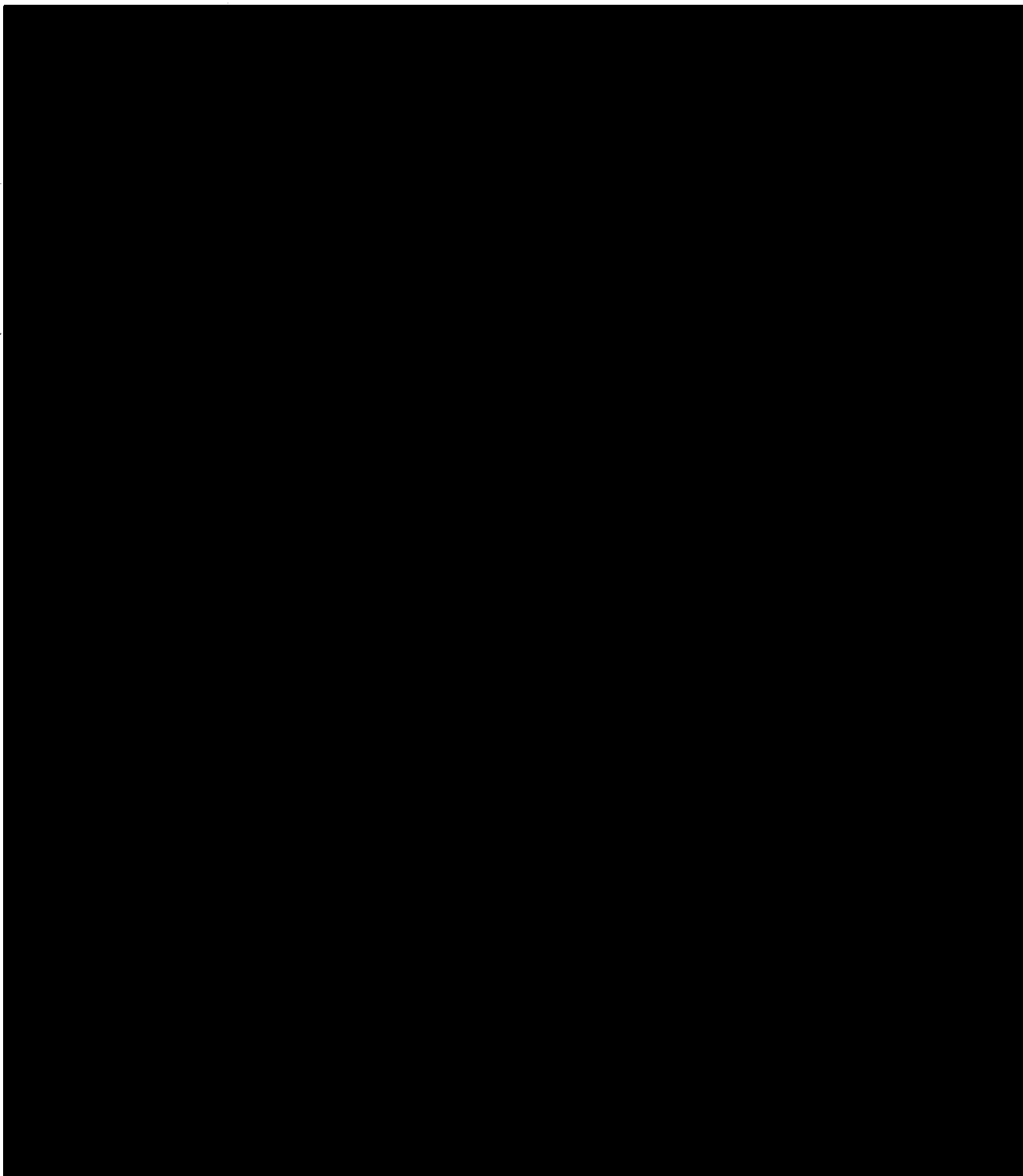


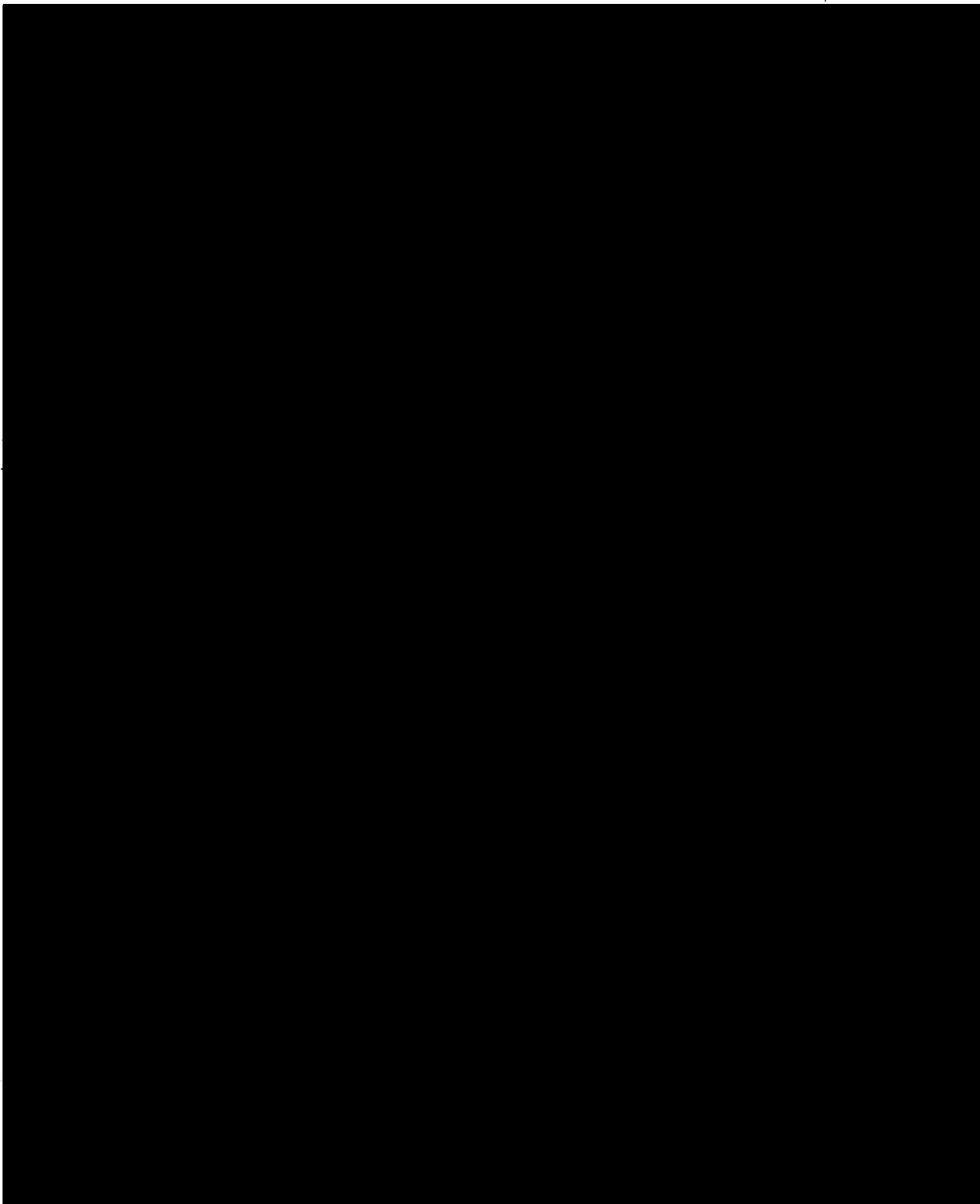


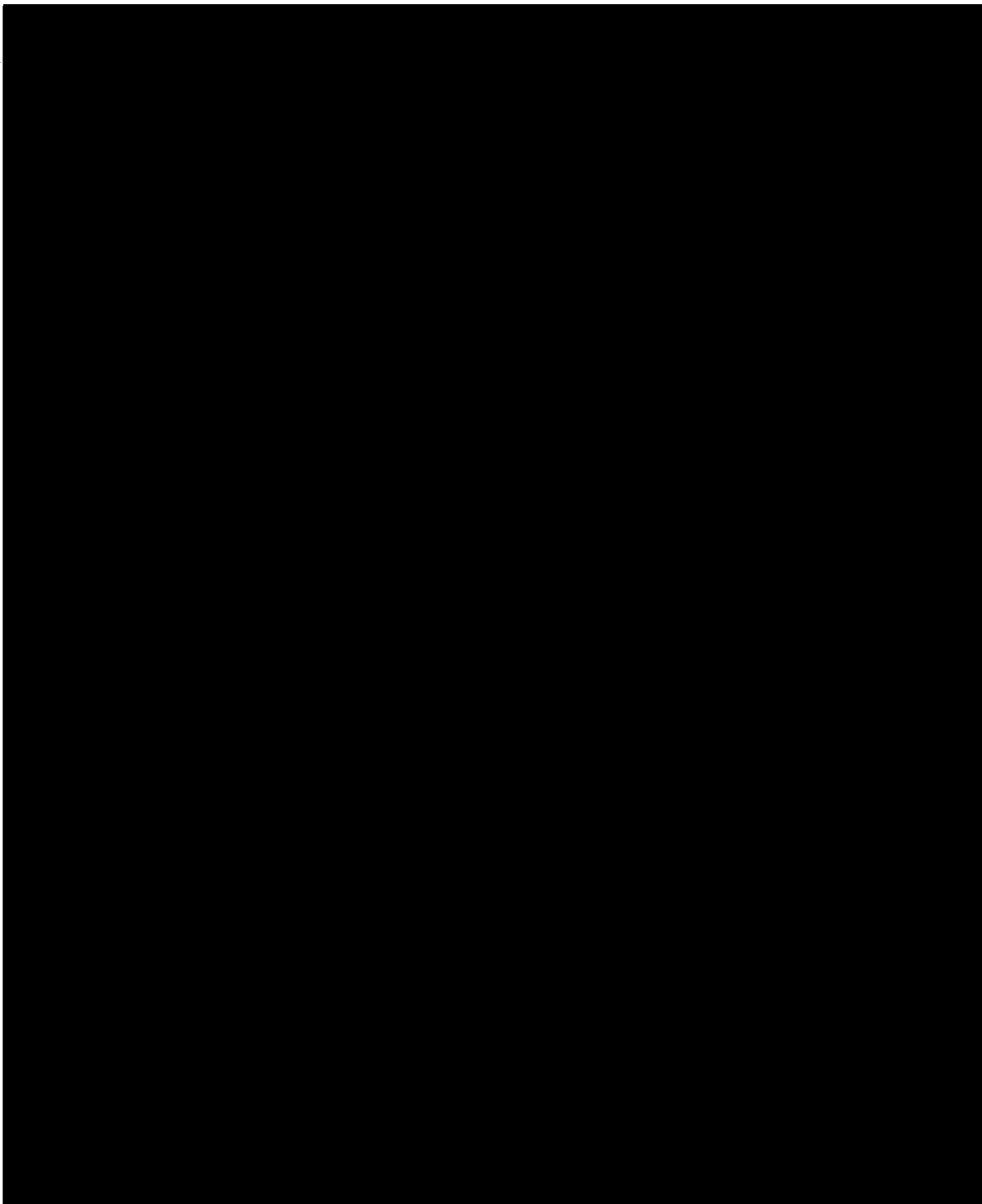
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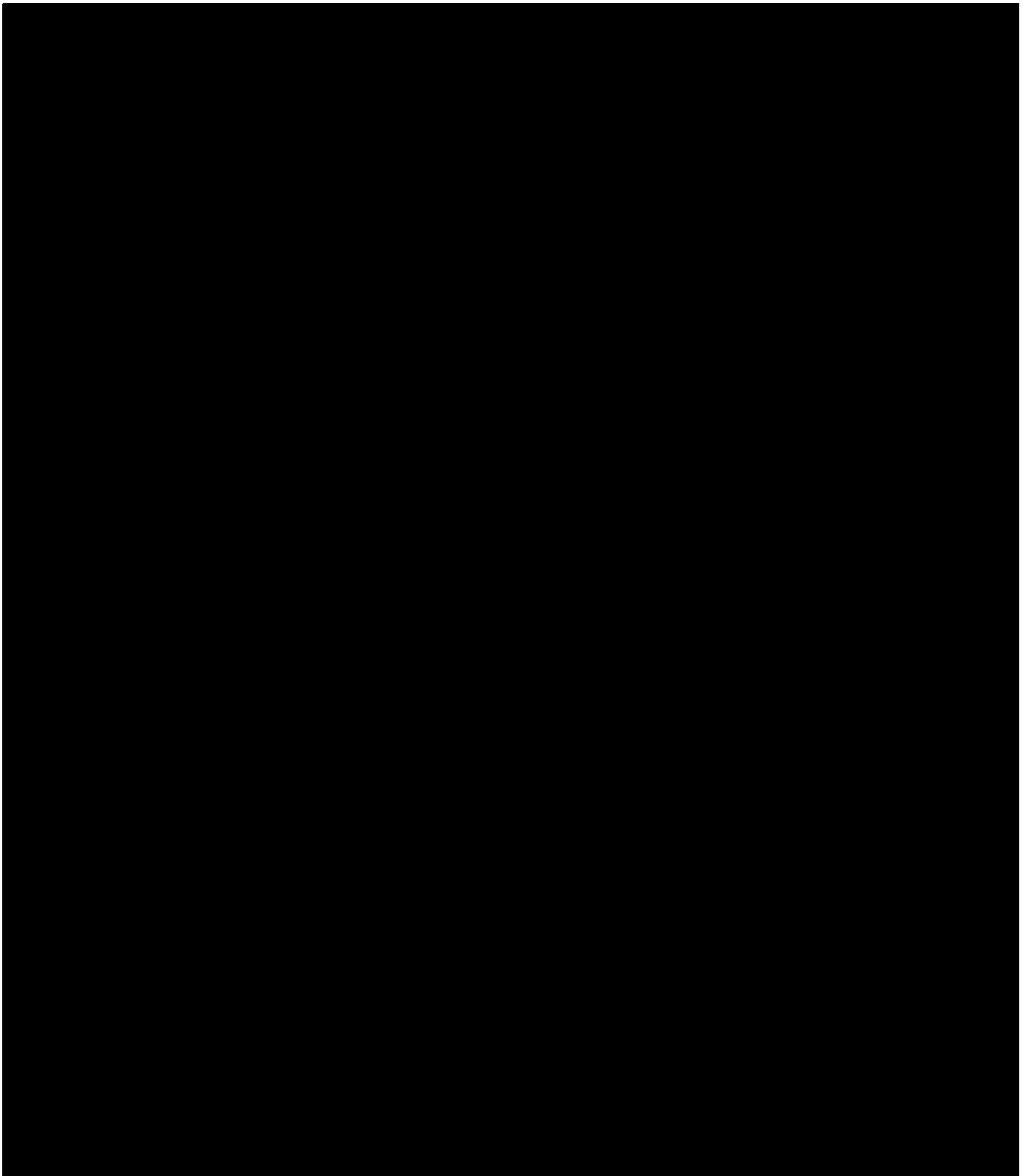
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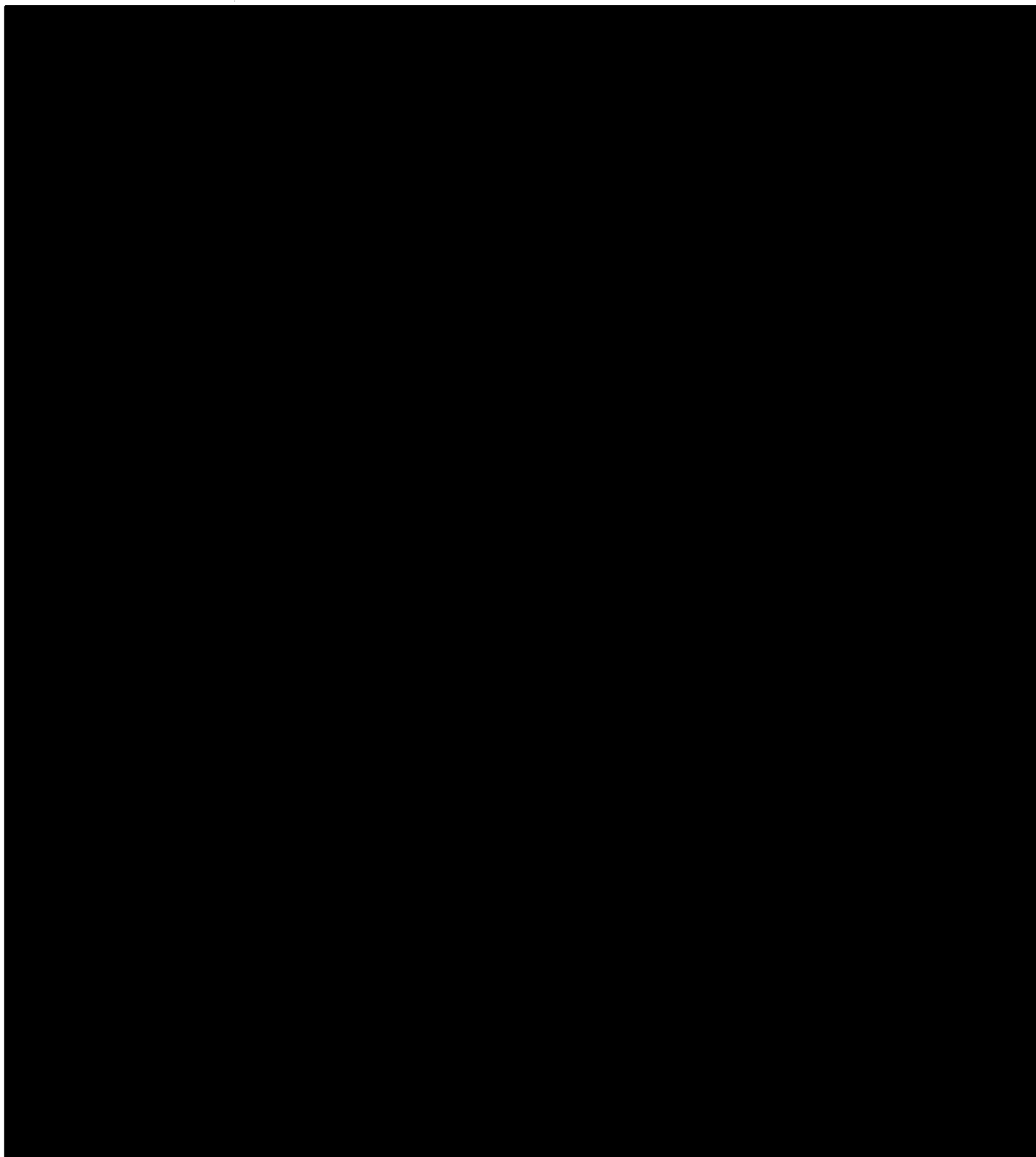


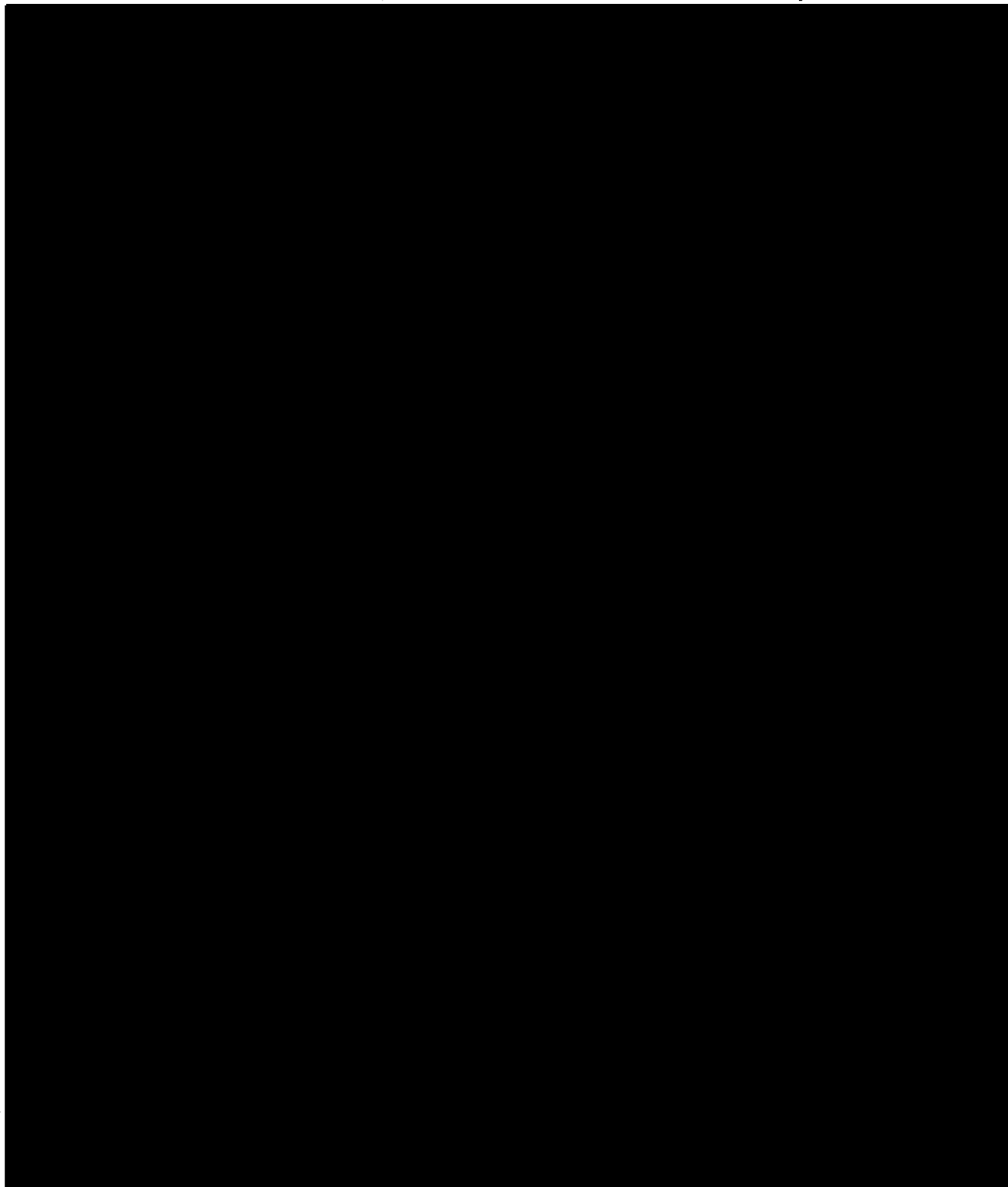


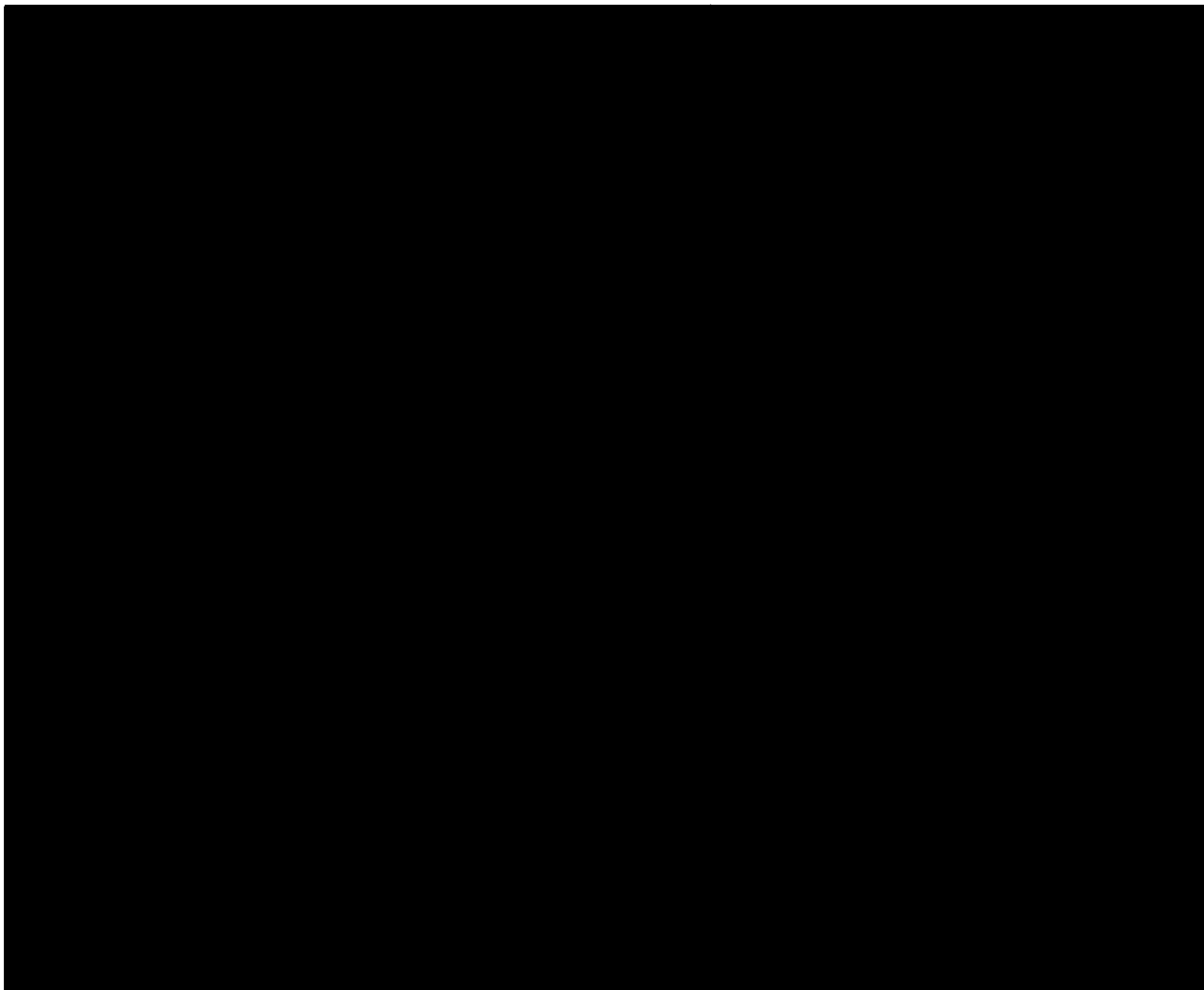


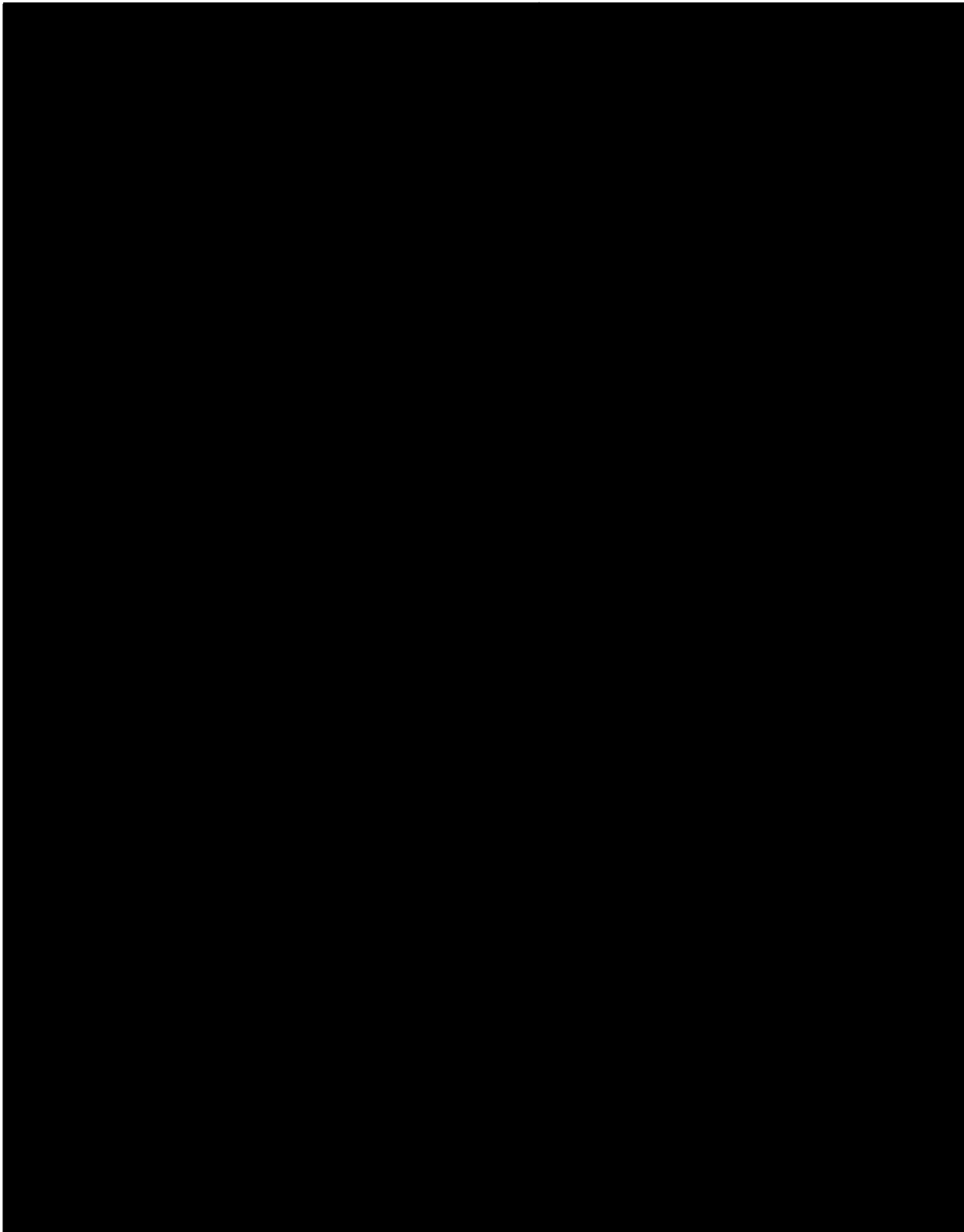




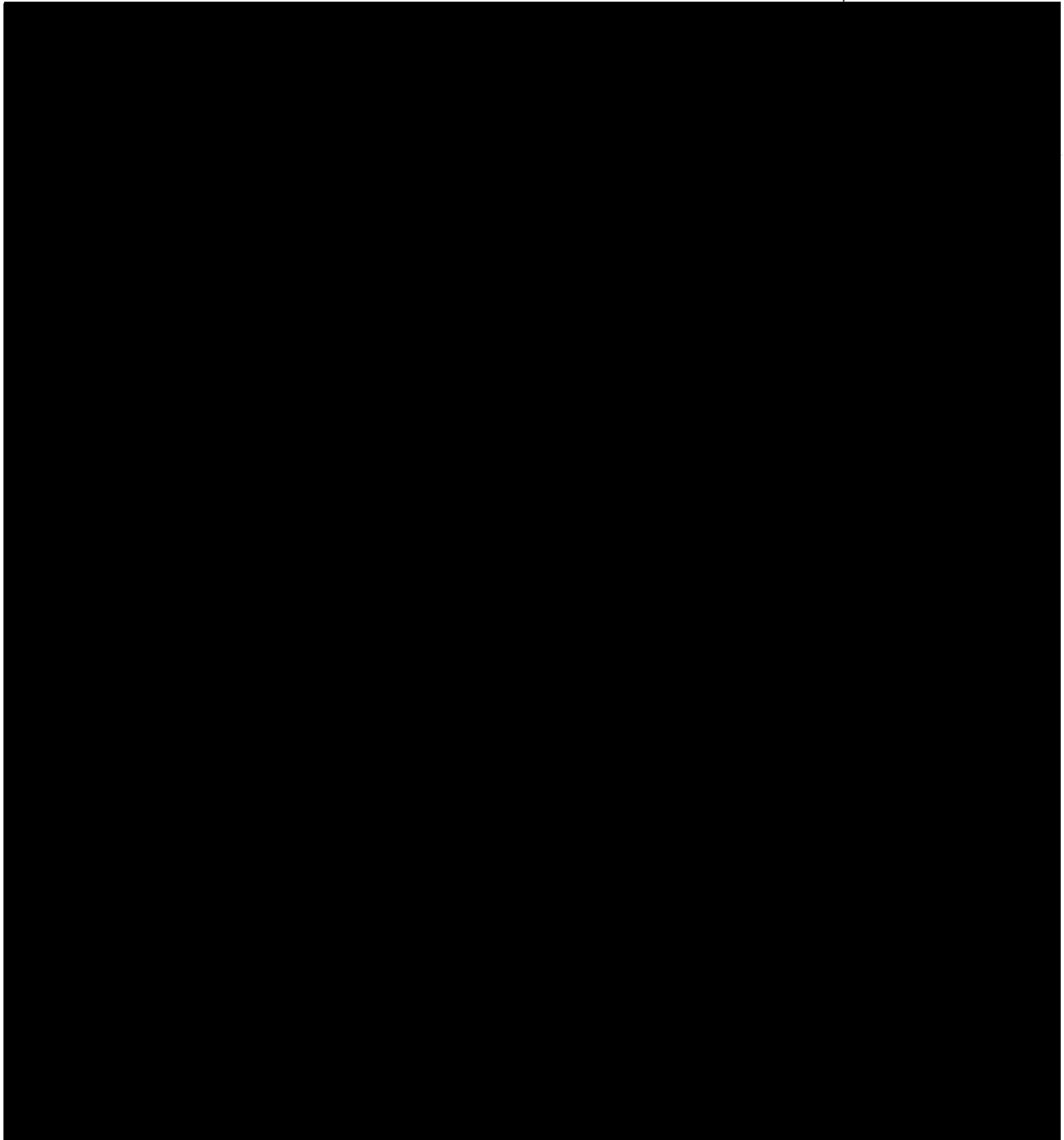


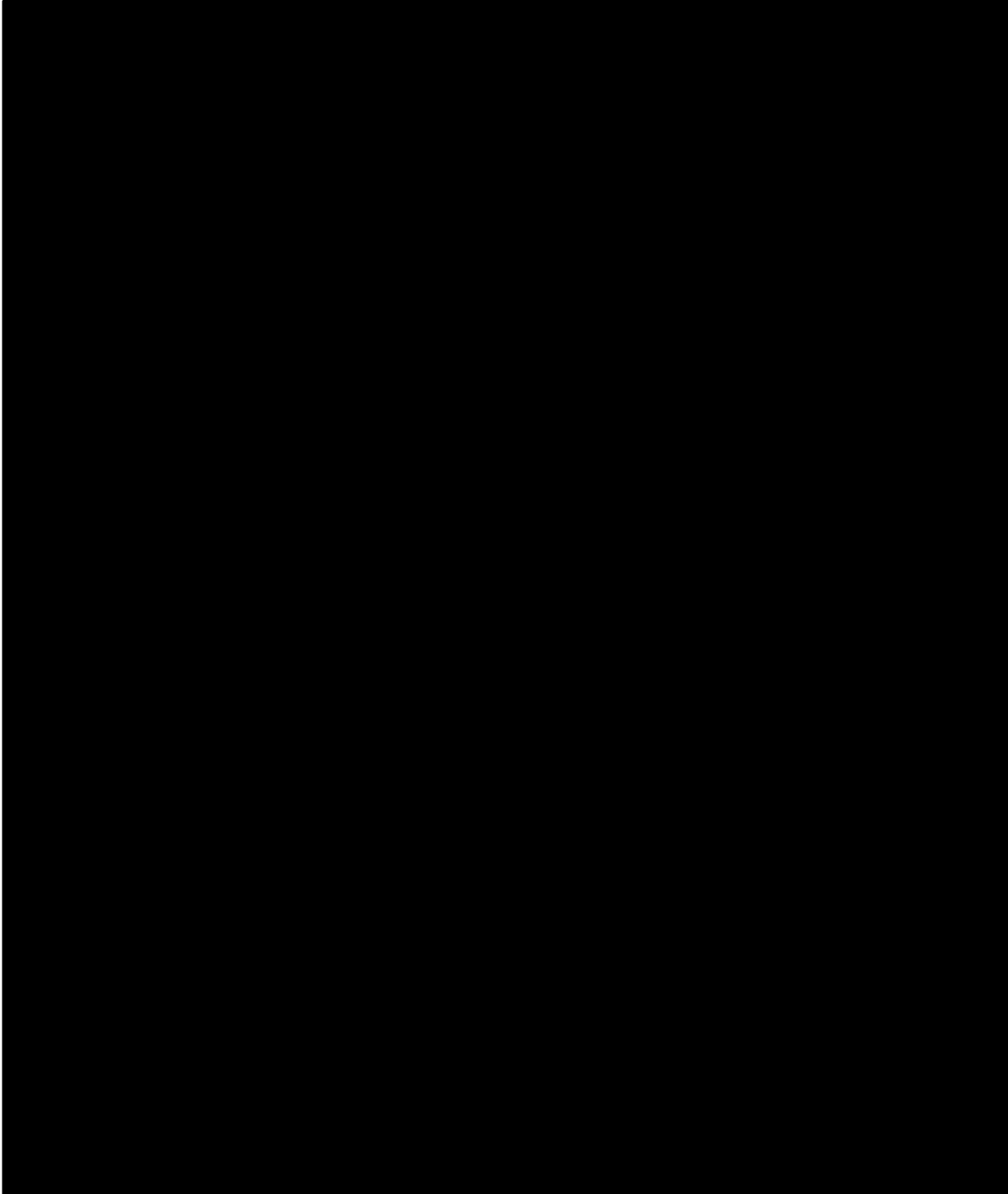


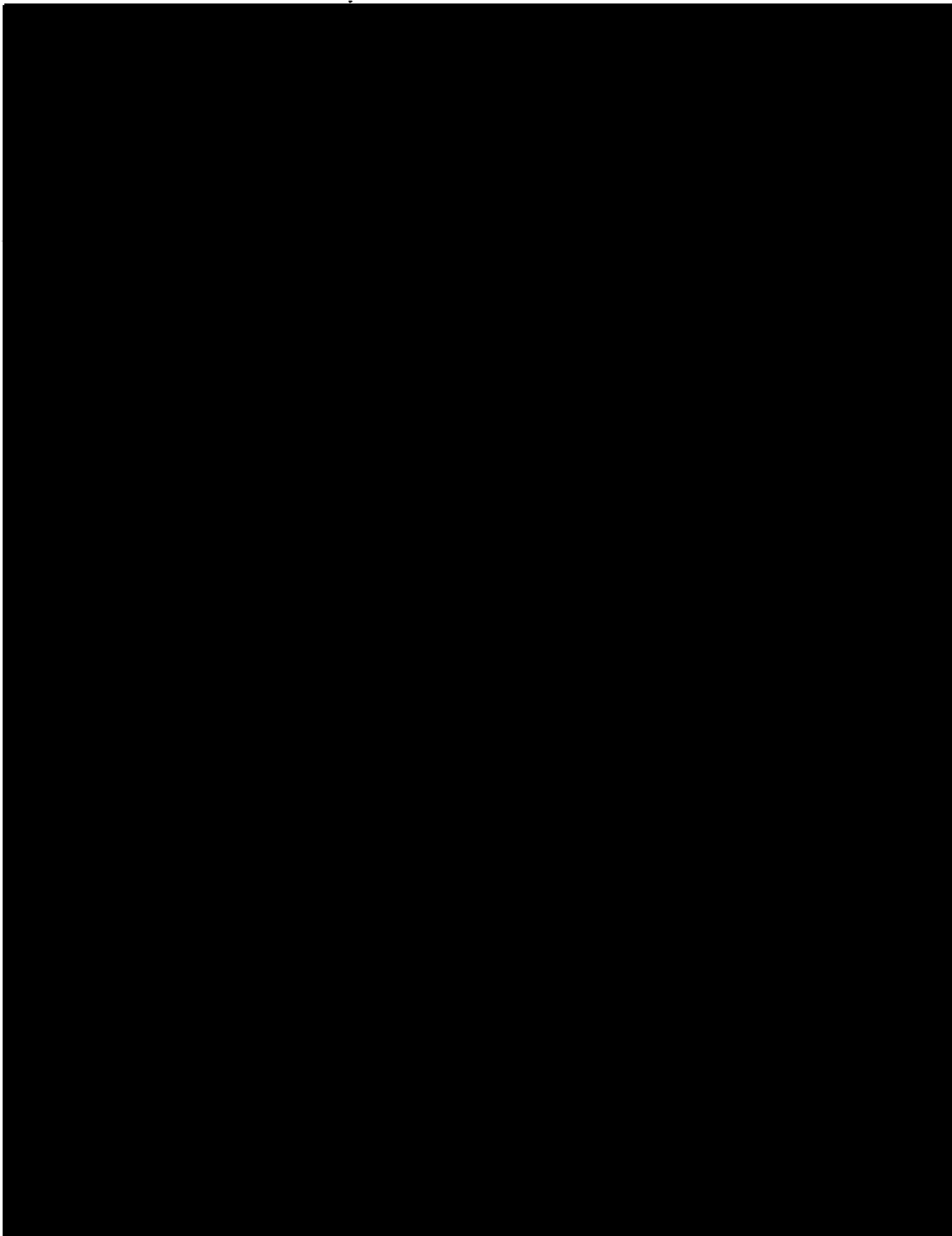


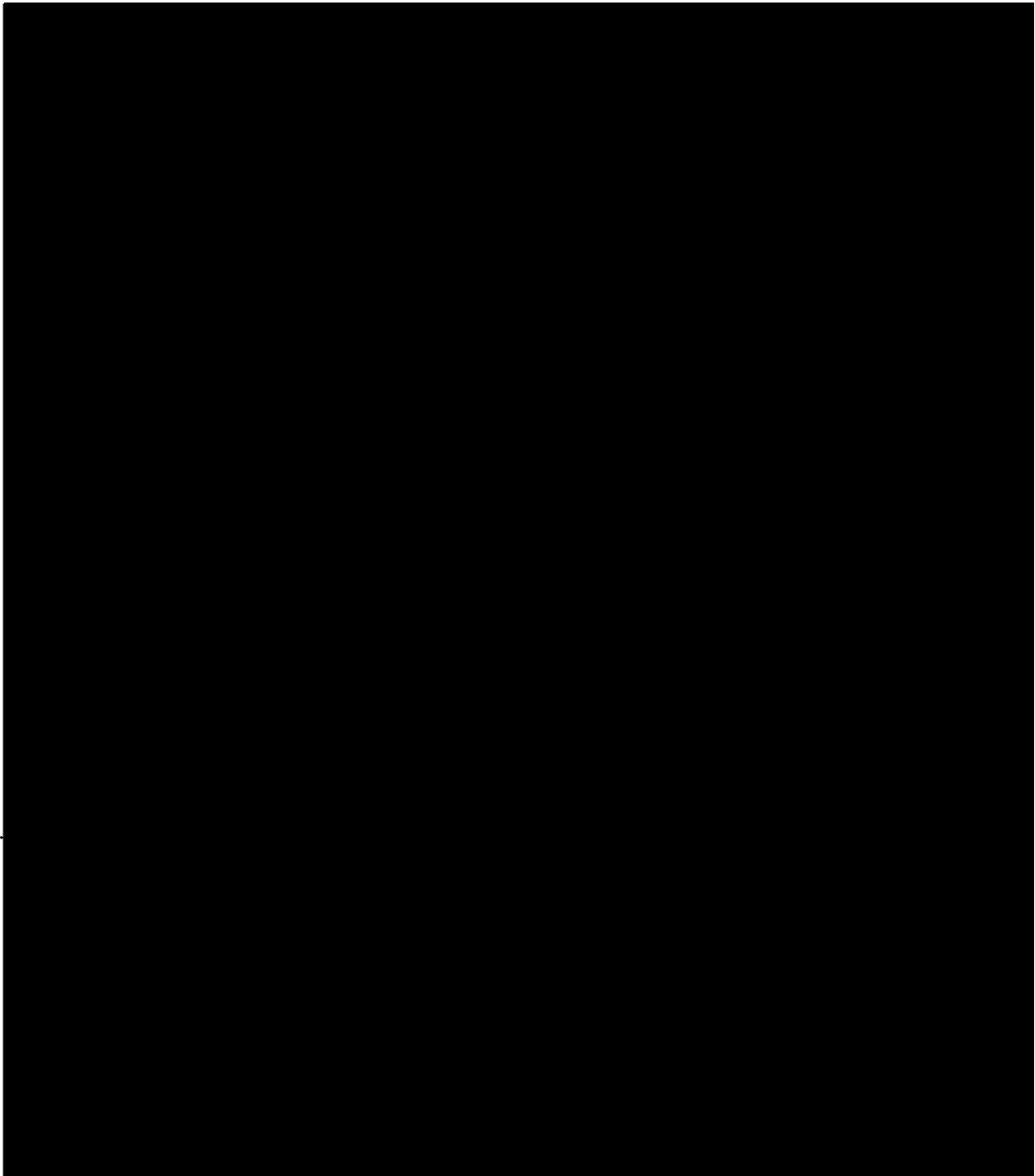


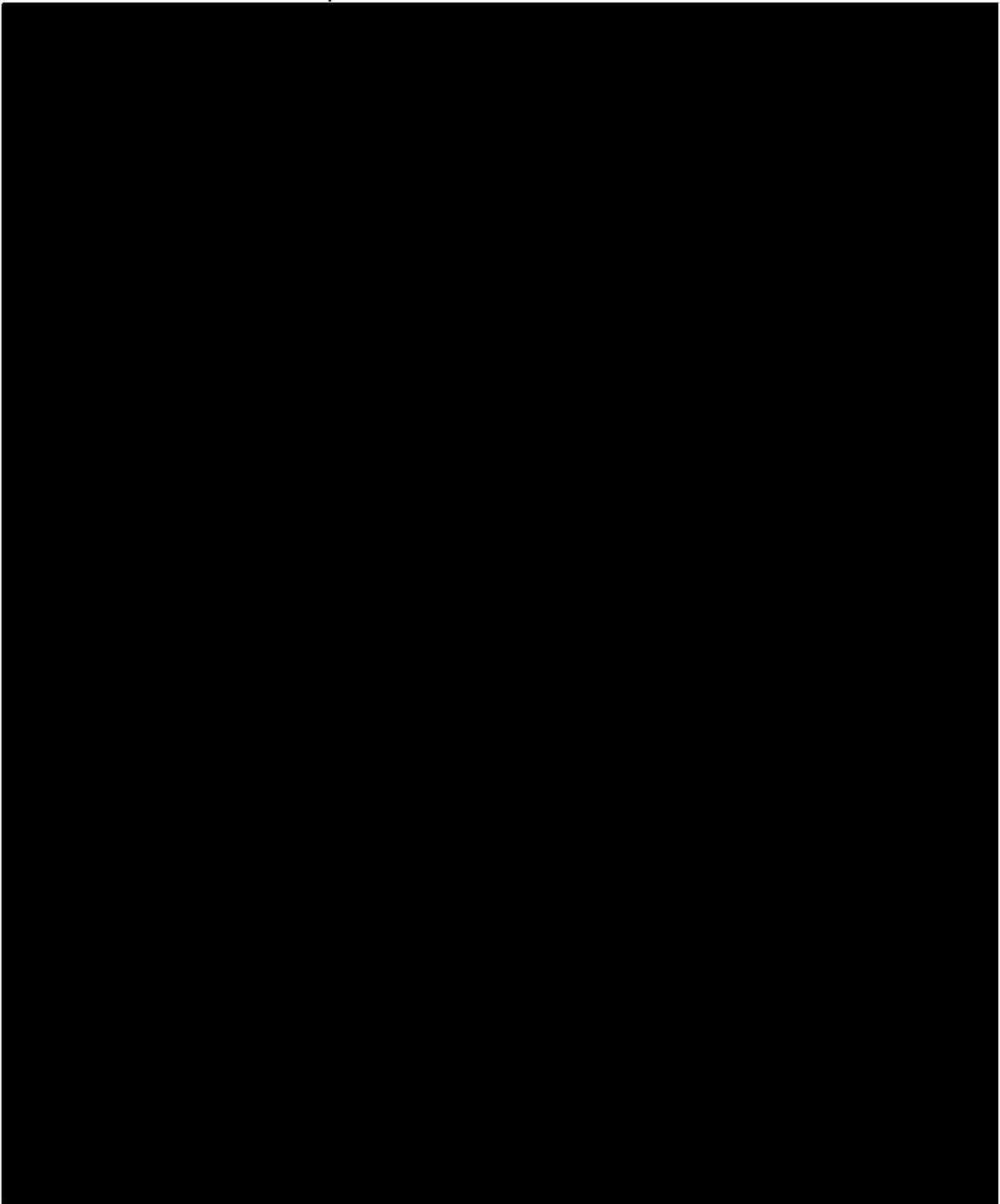


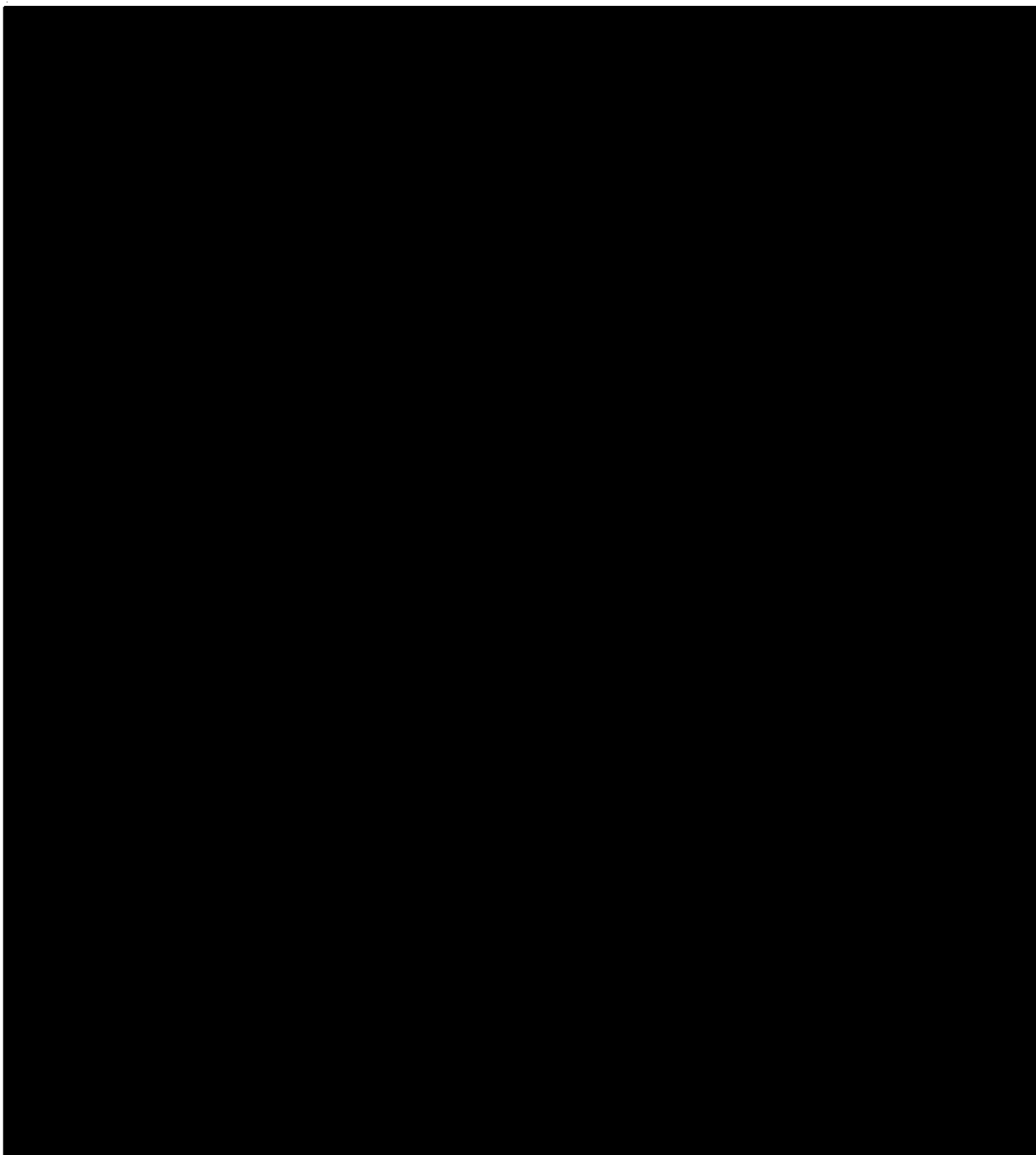


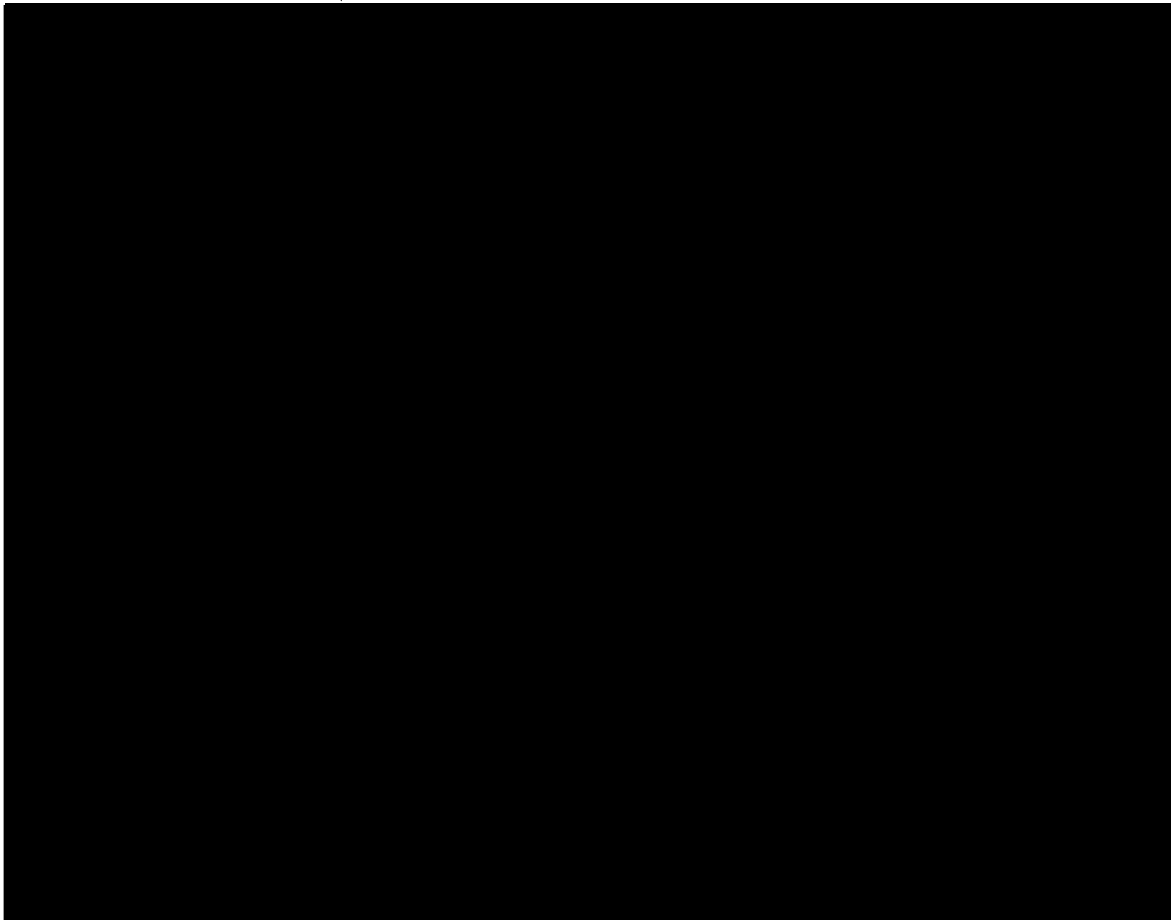


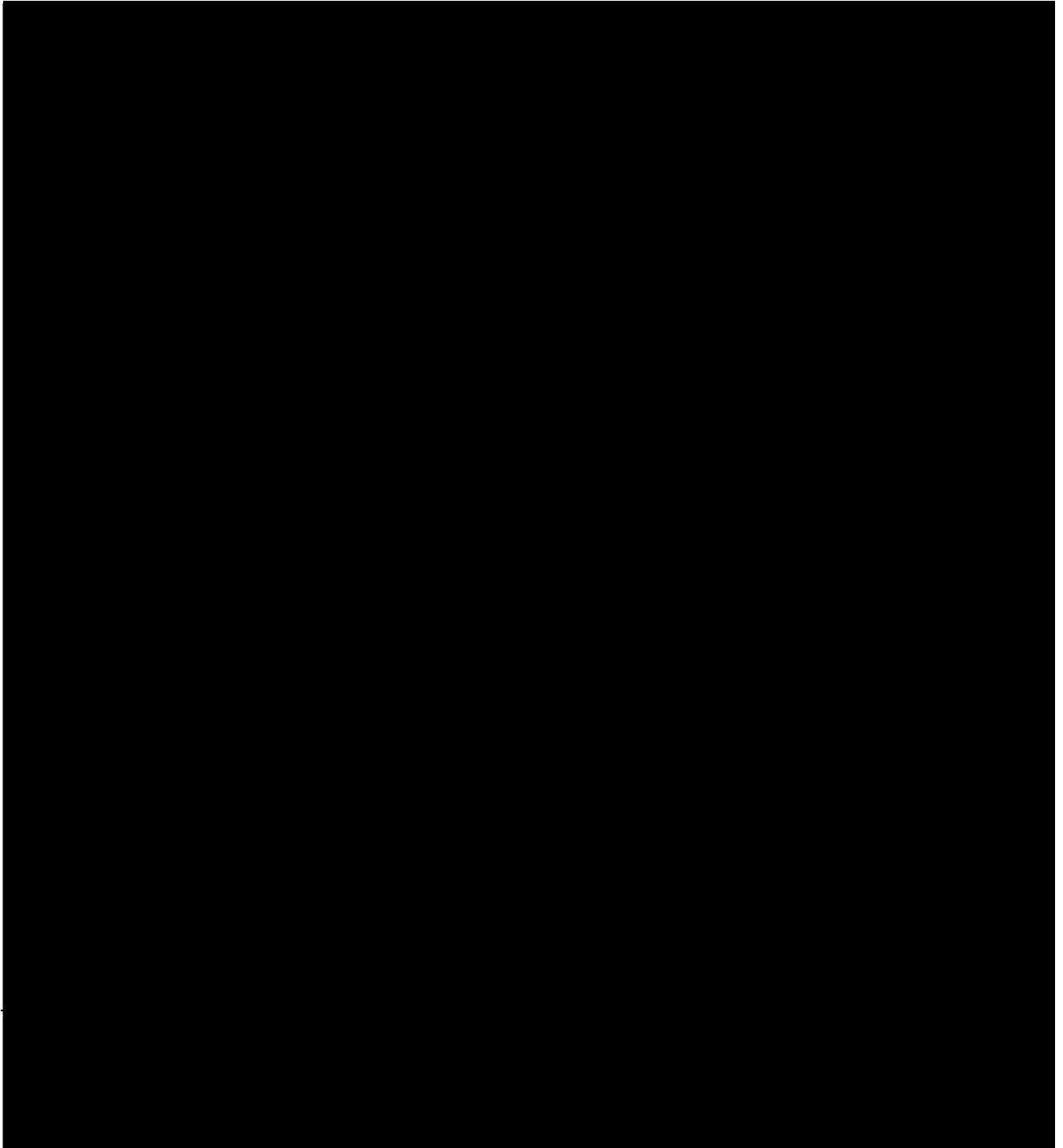




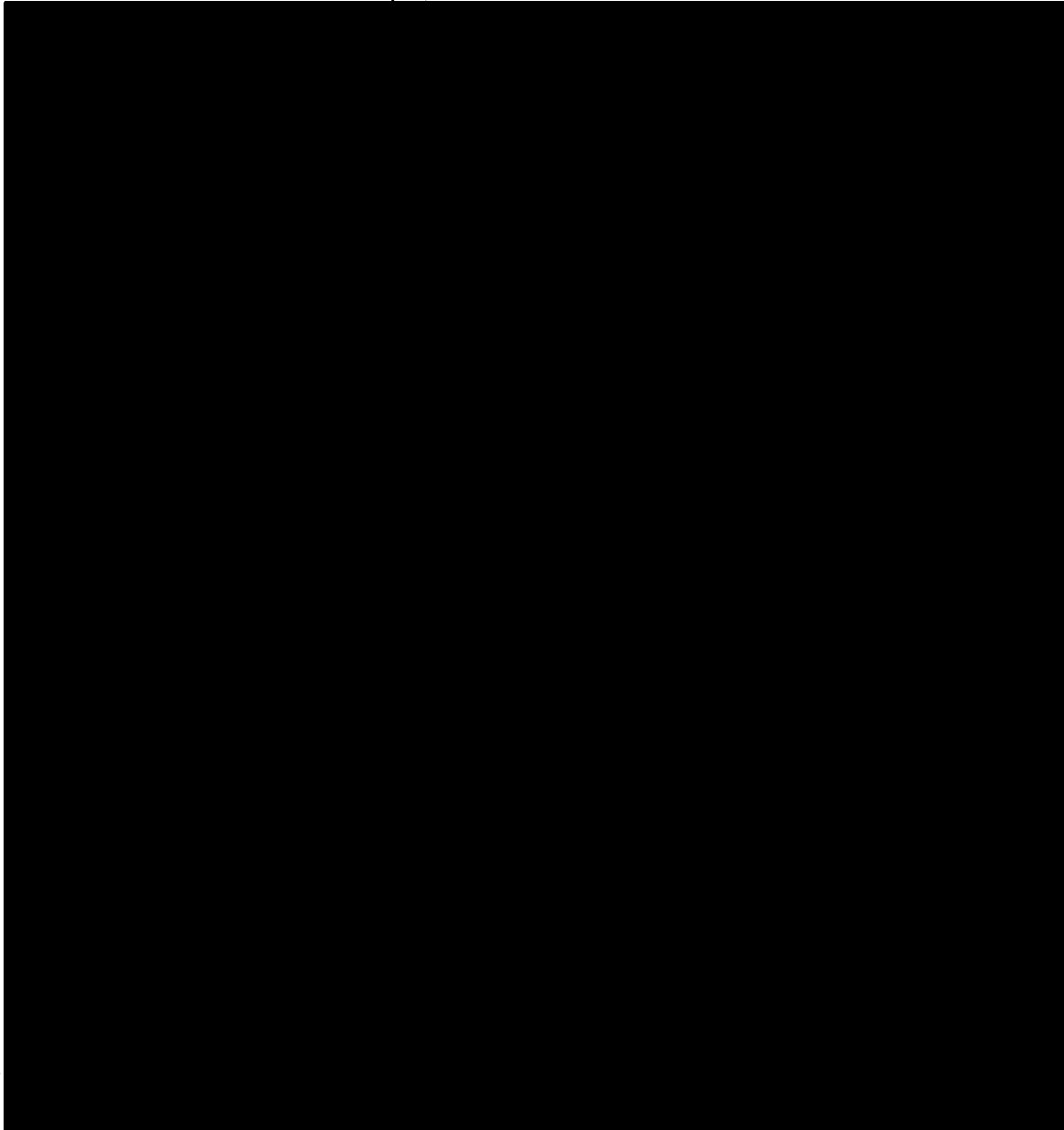












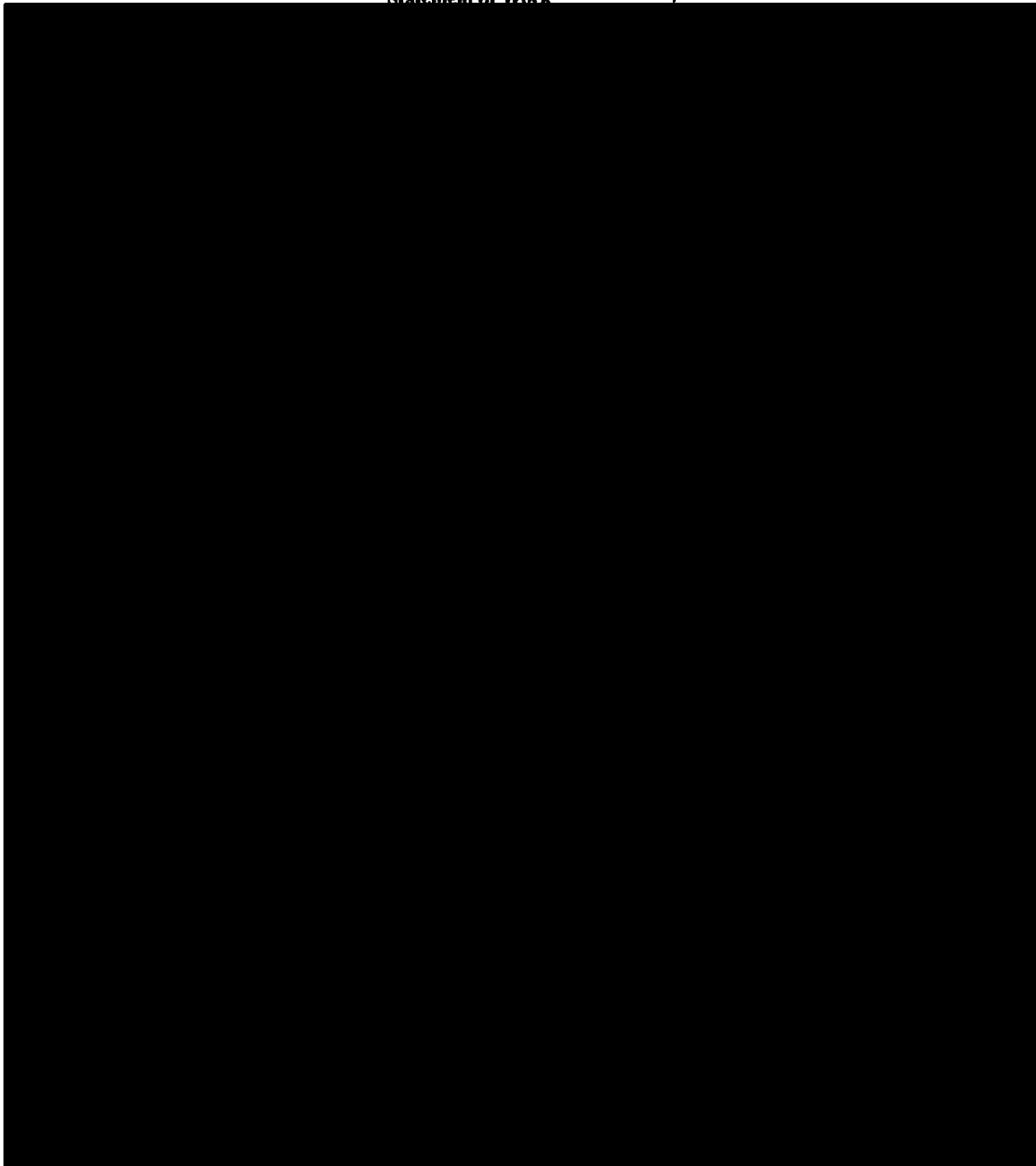
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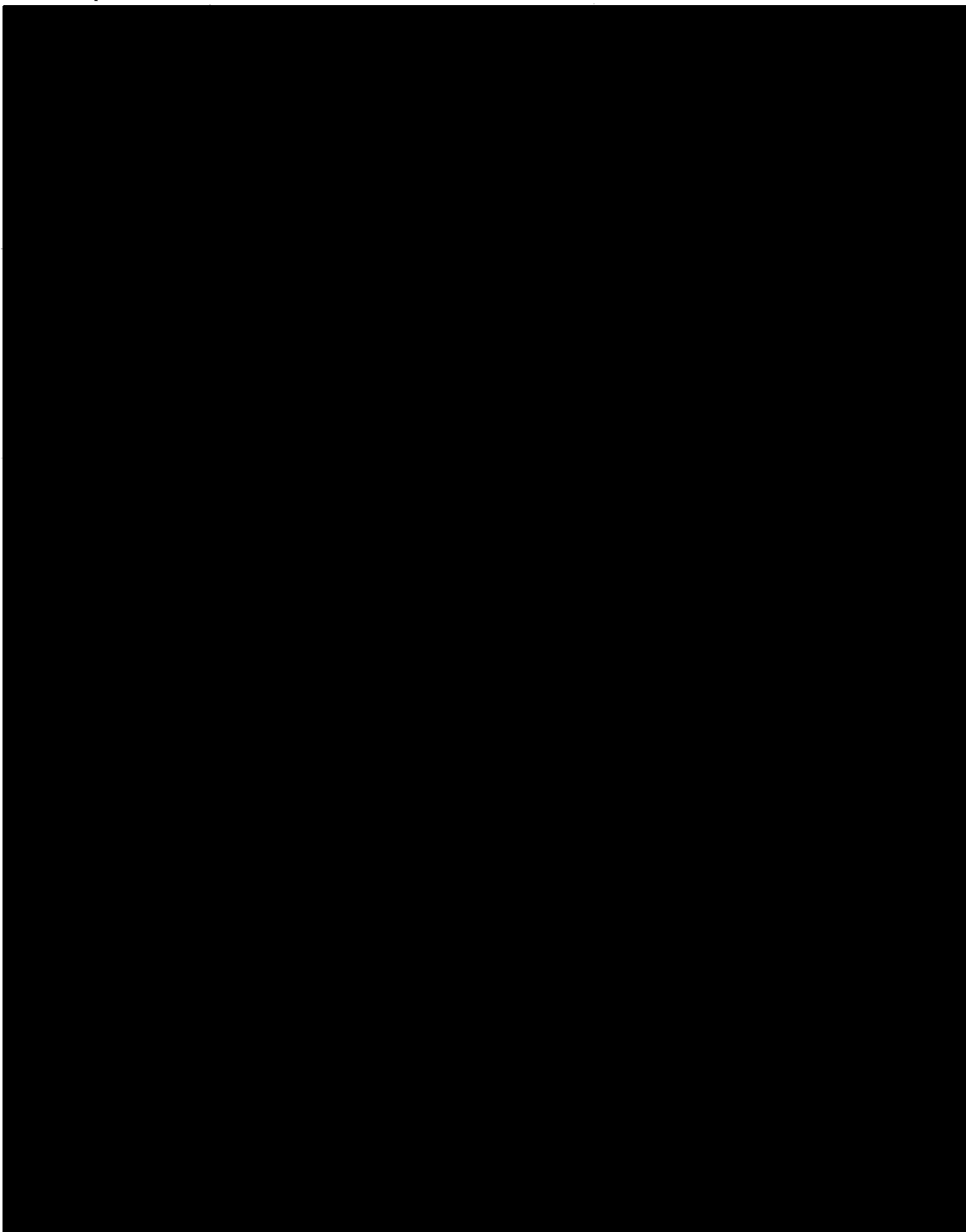
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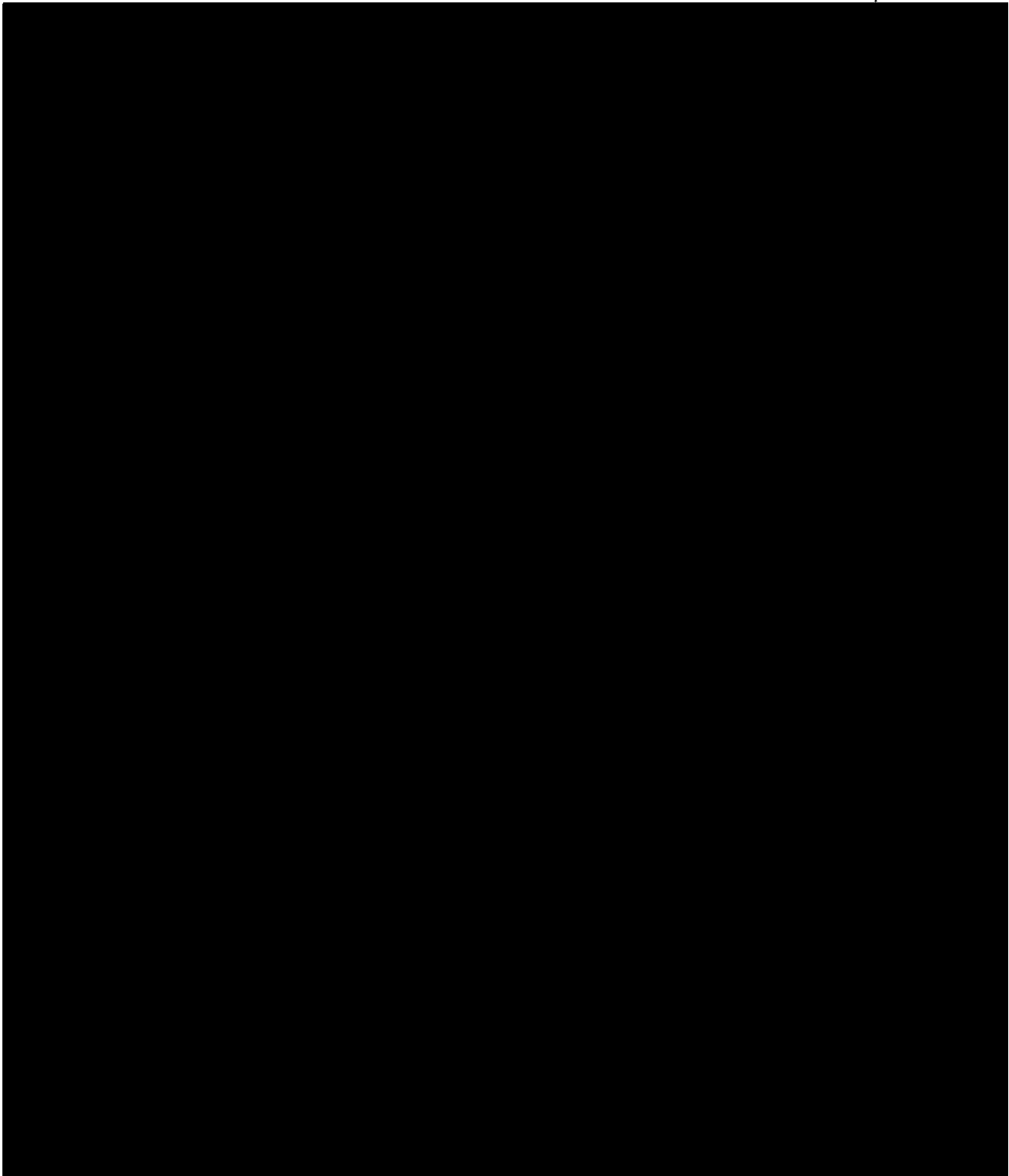
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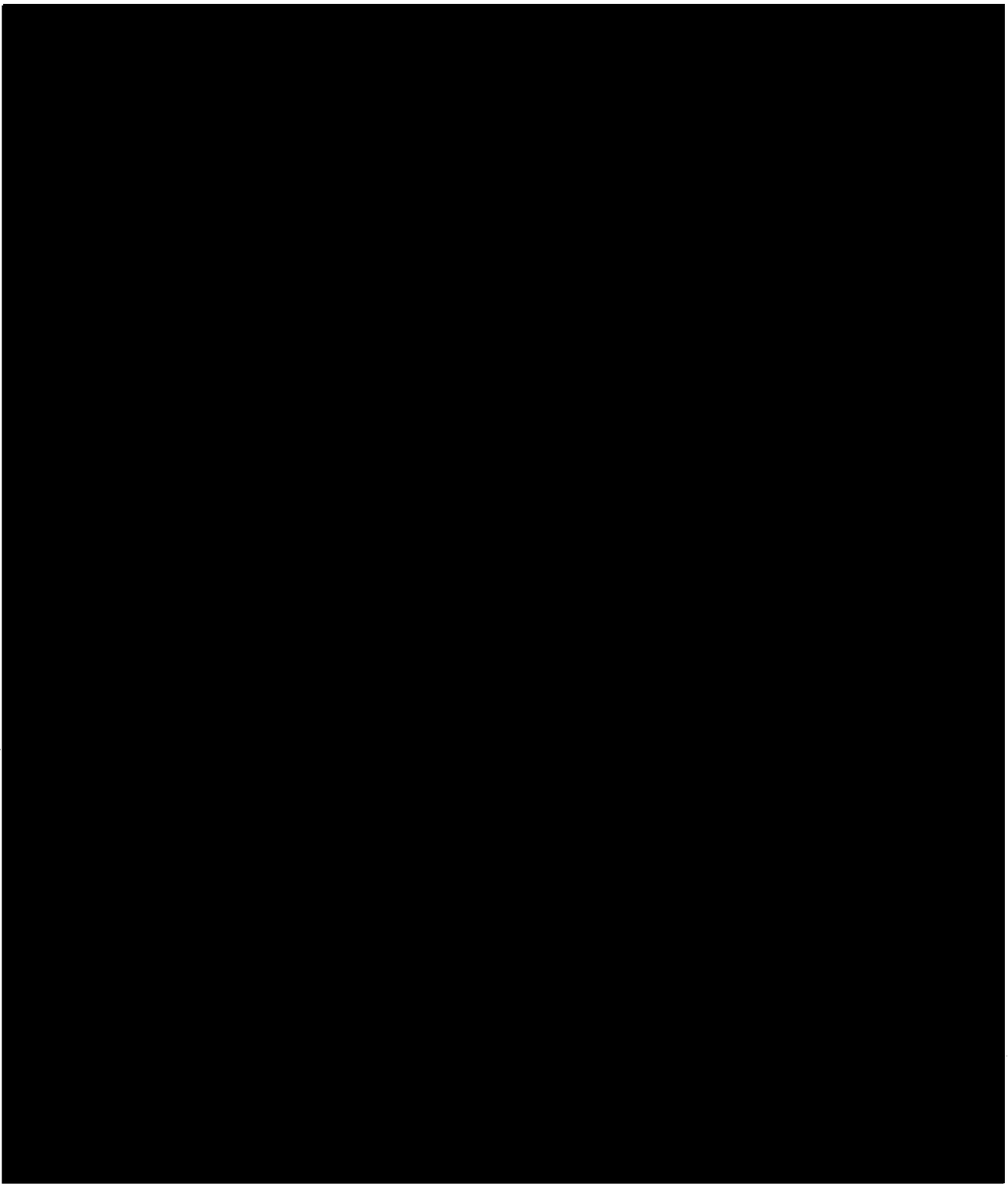
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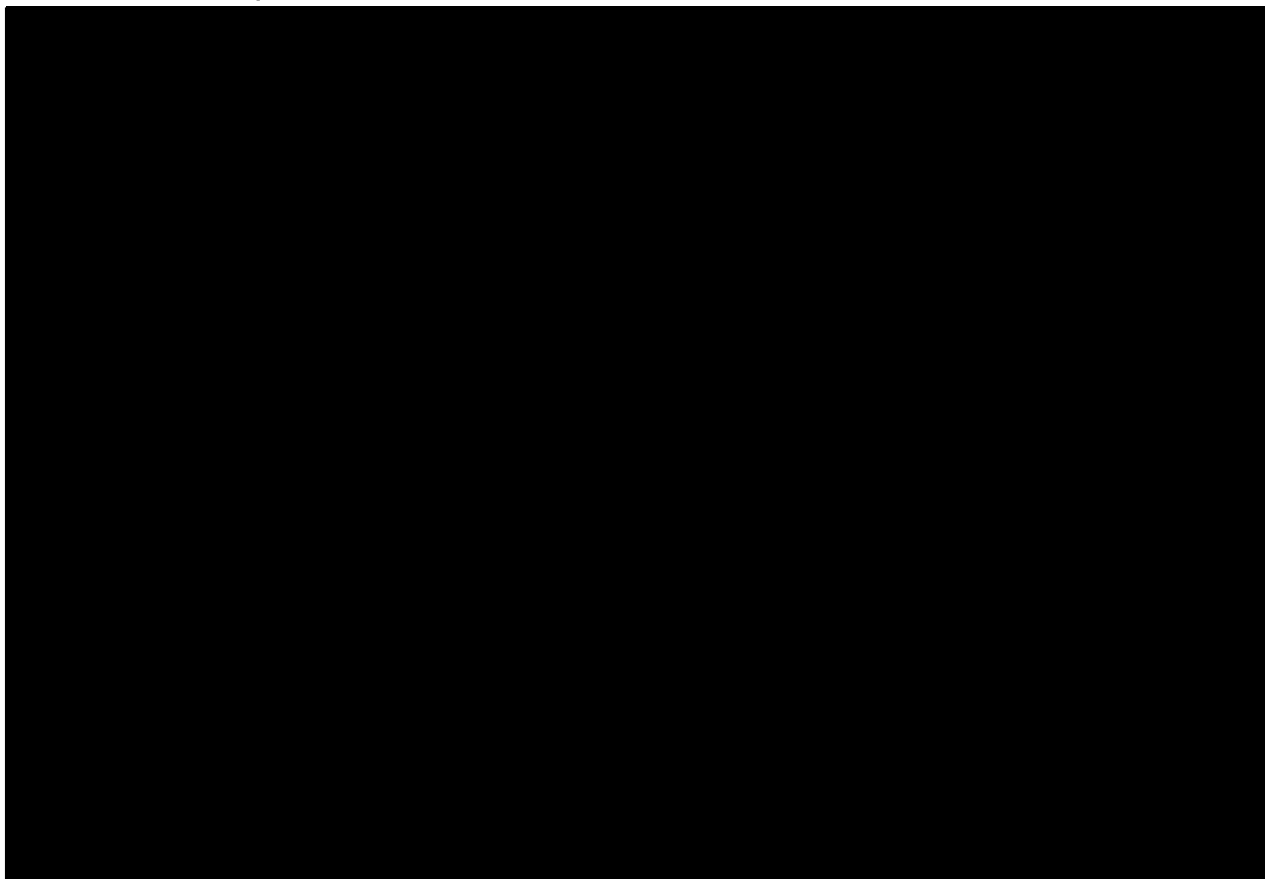
**Statement of Work**



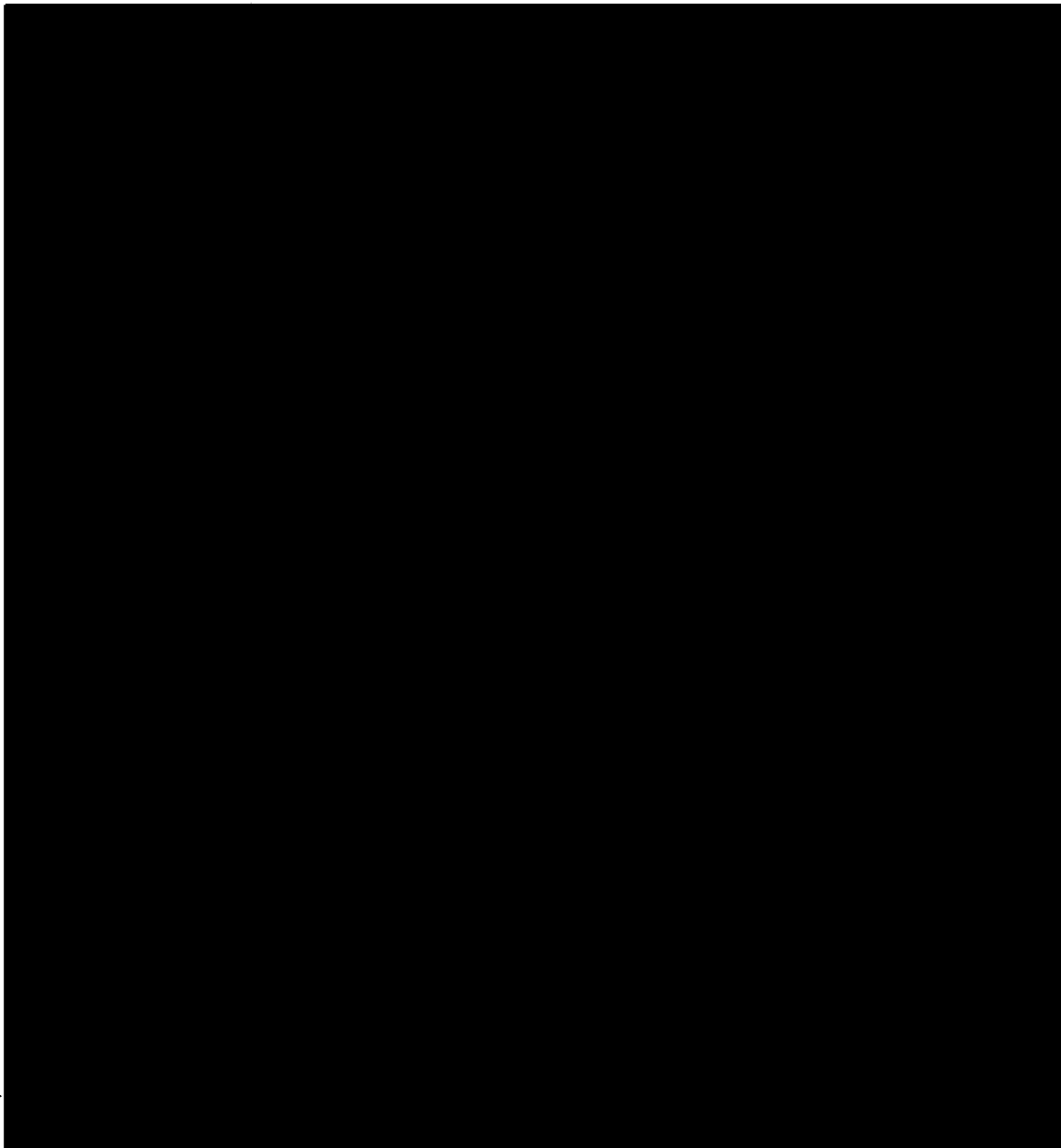






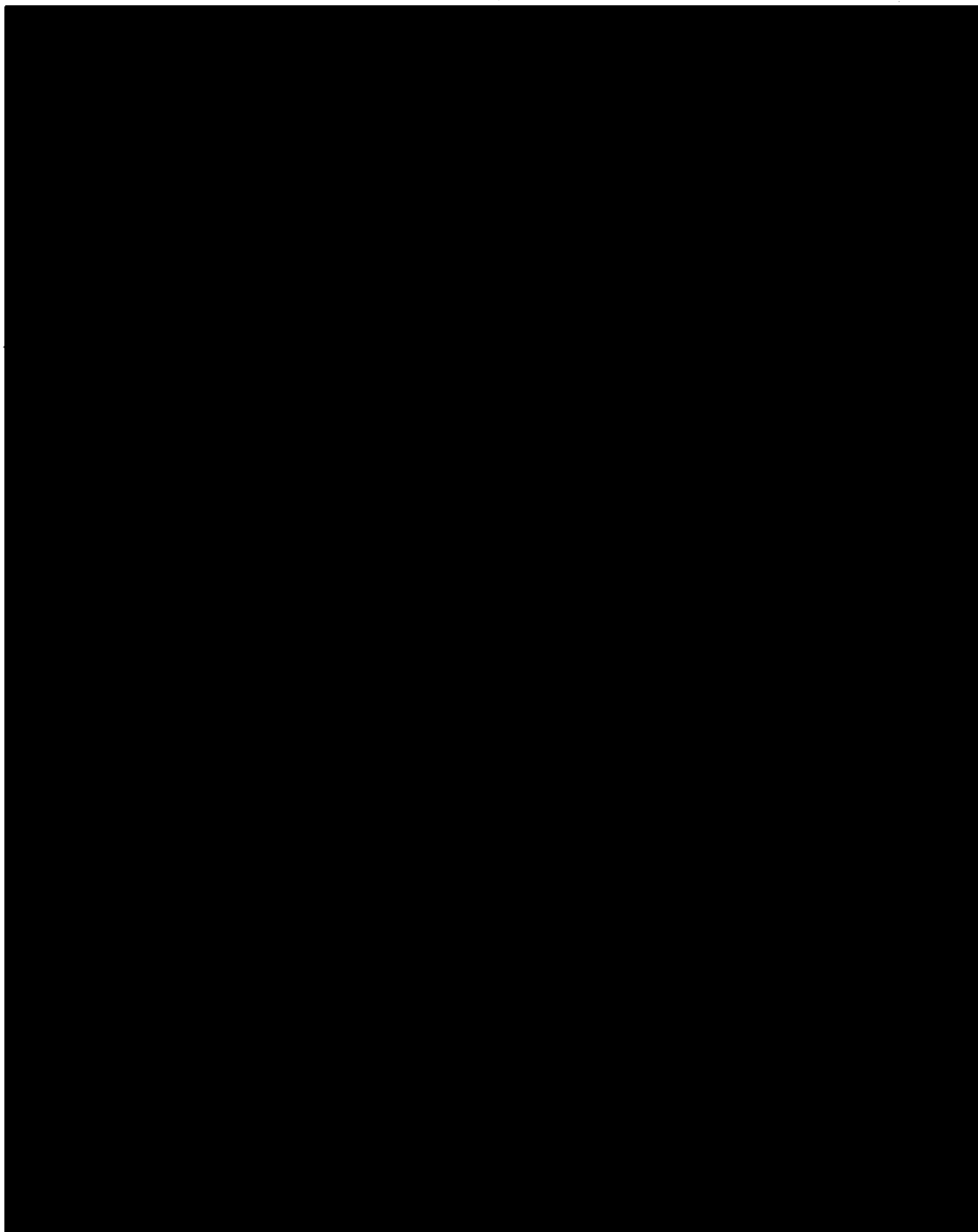


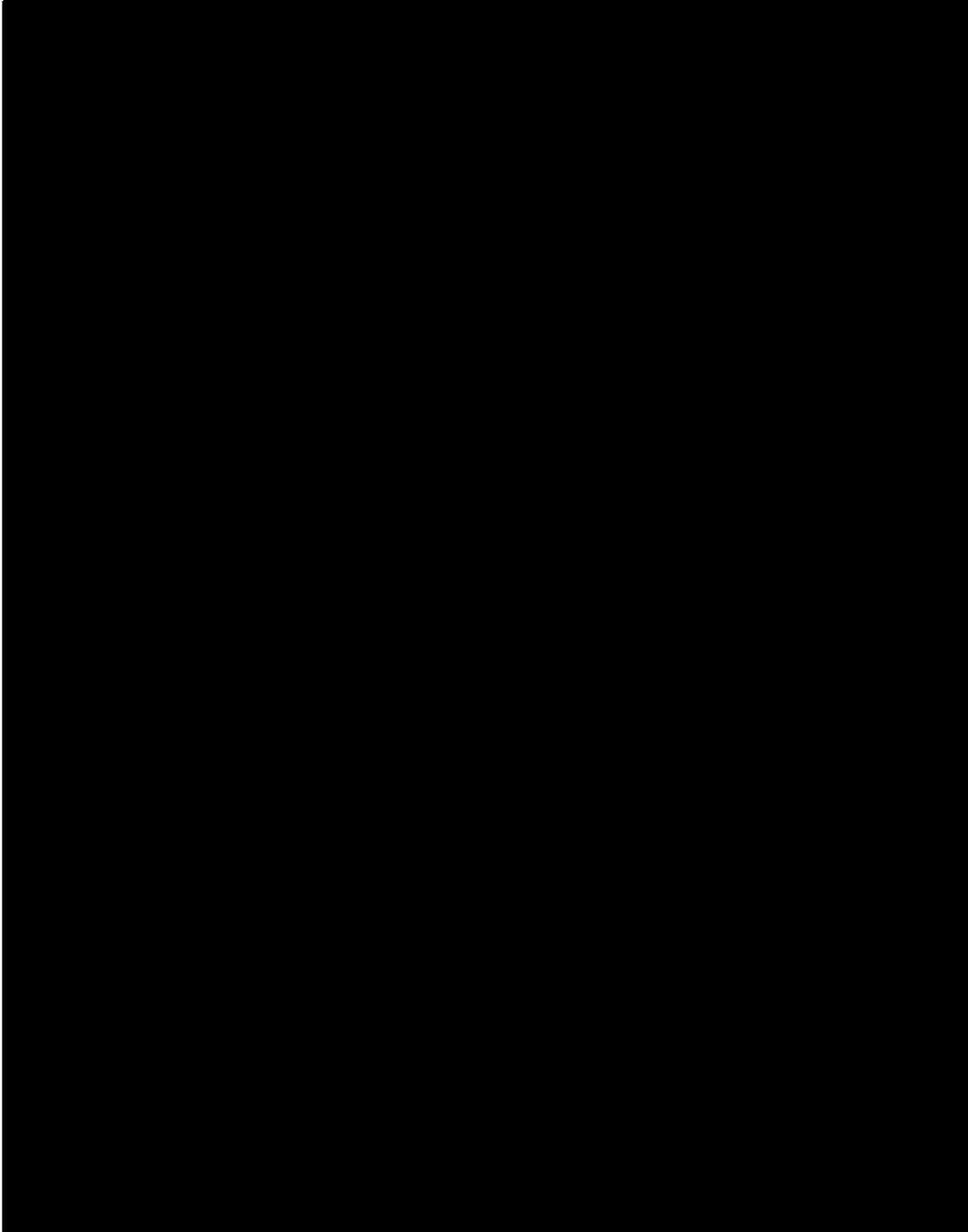
- **Specifications.**





**4. Approach and Responsibilities**





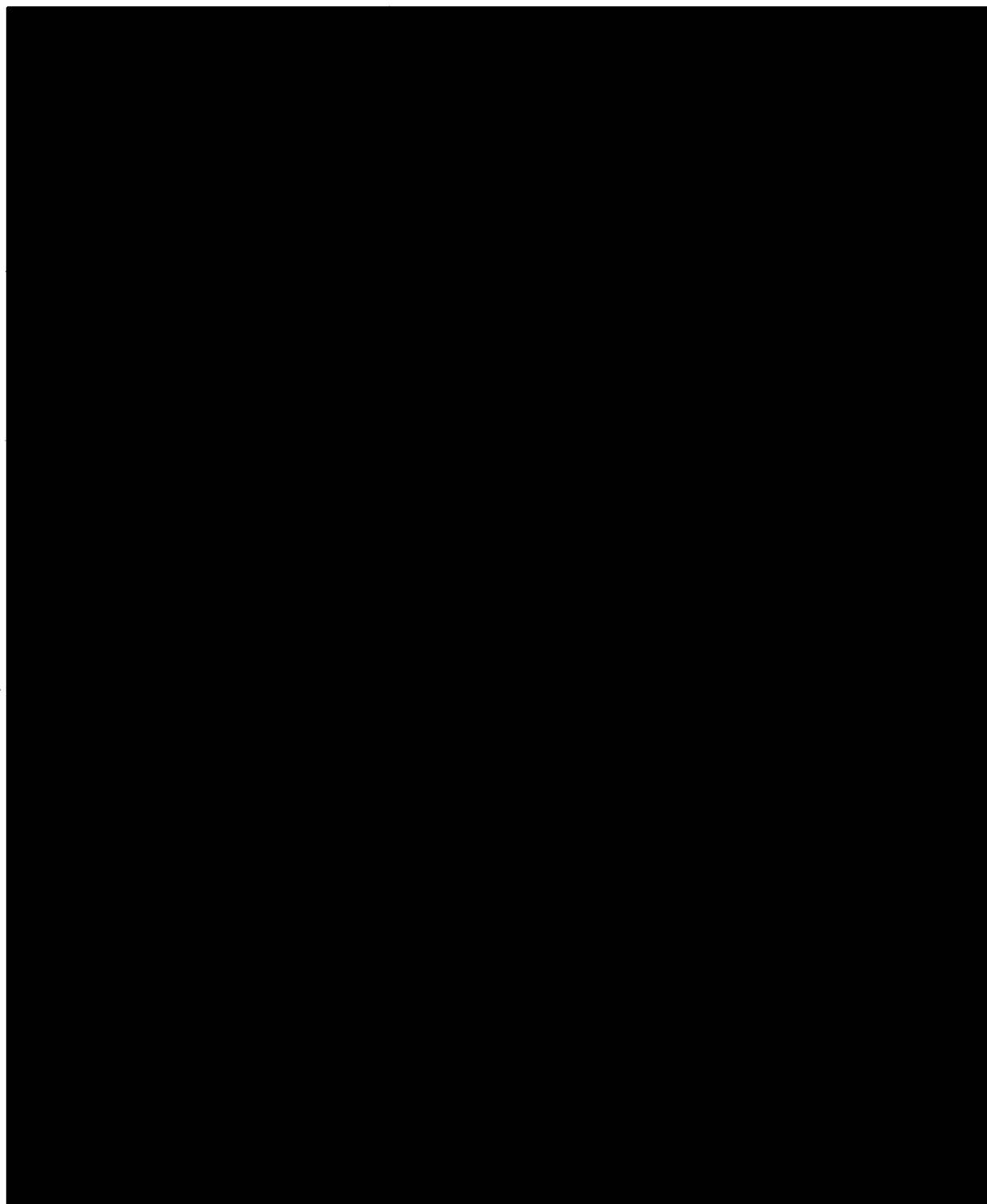
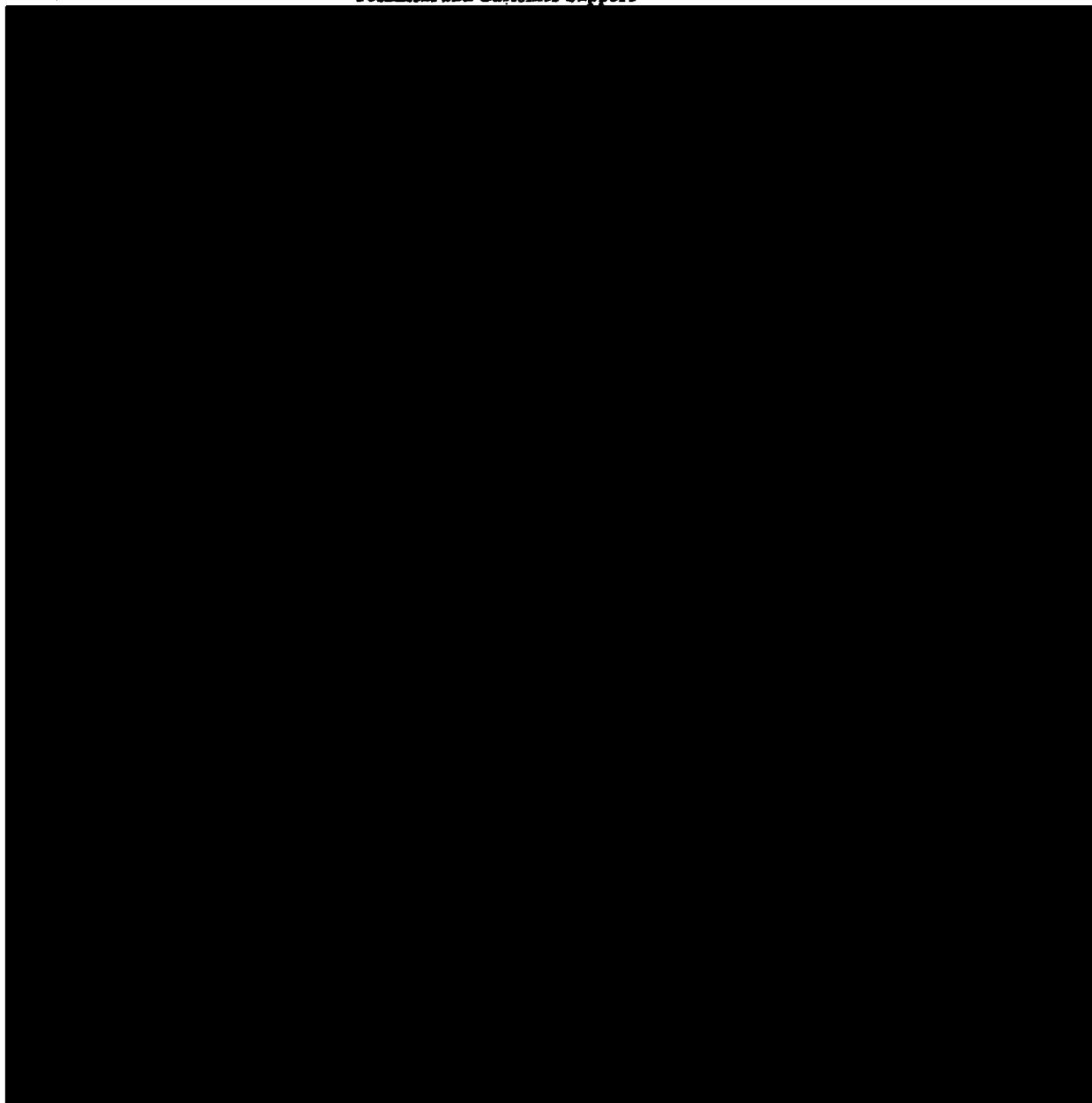
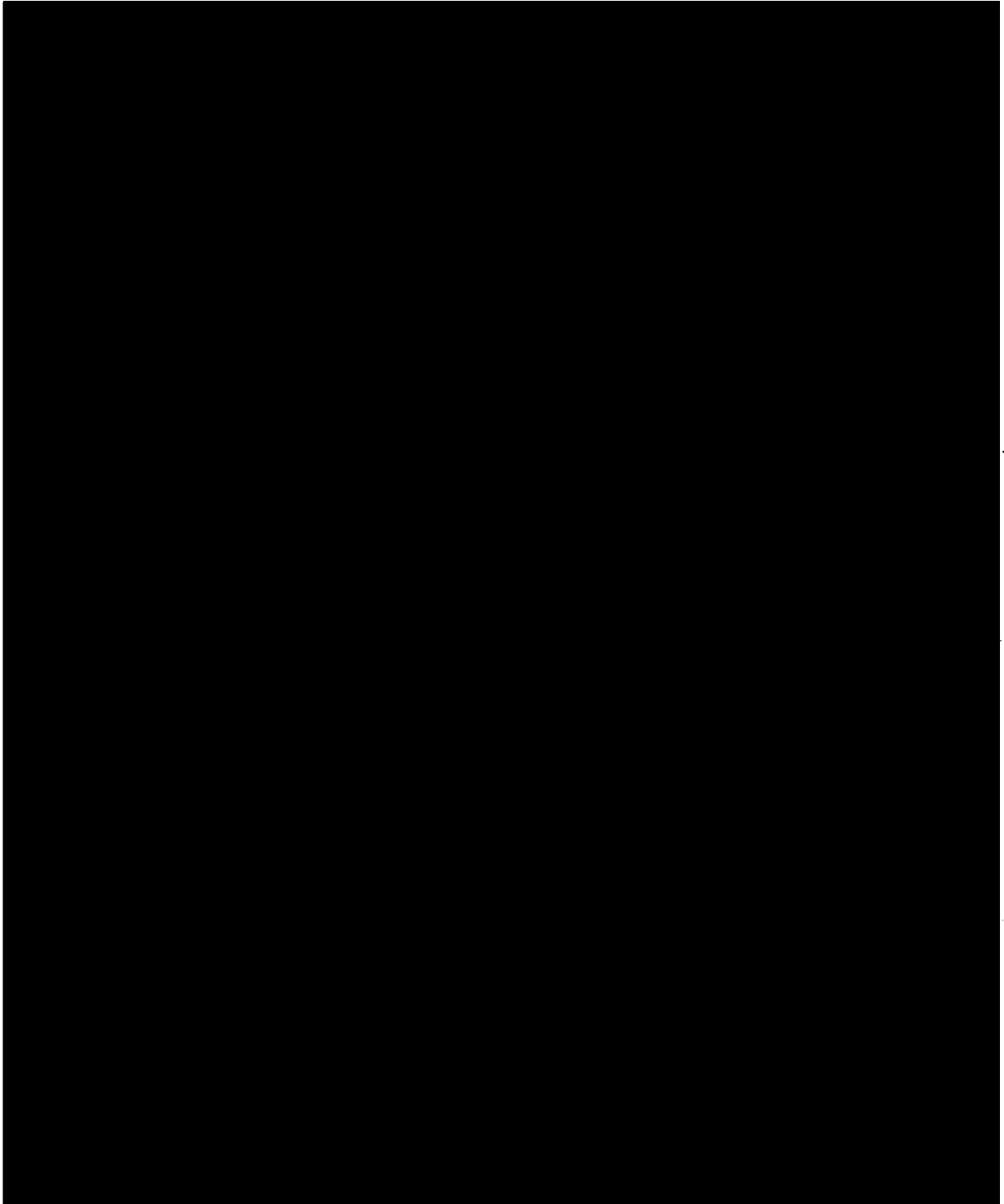


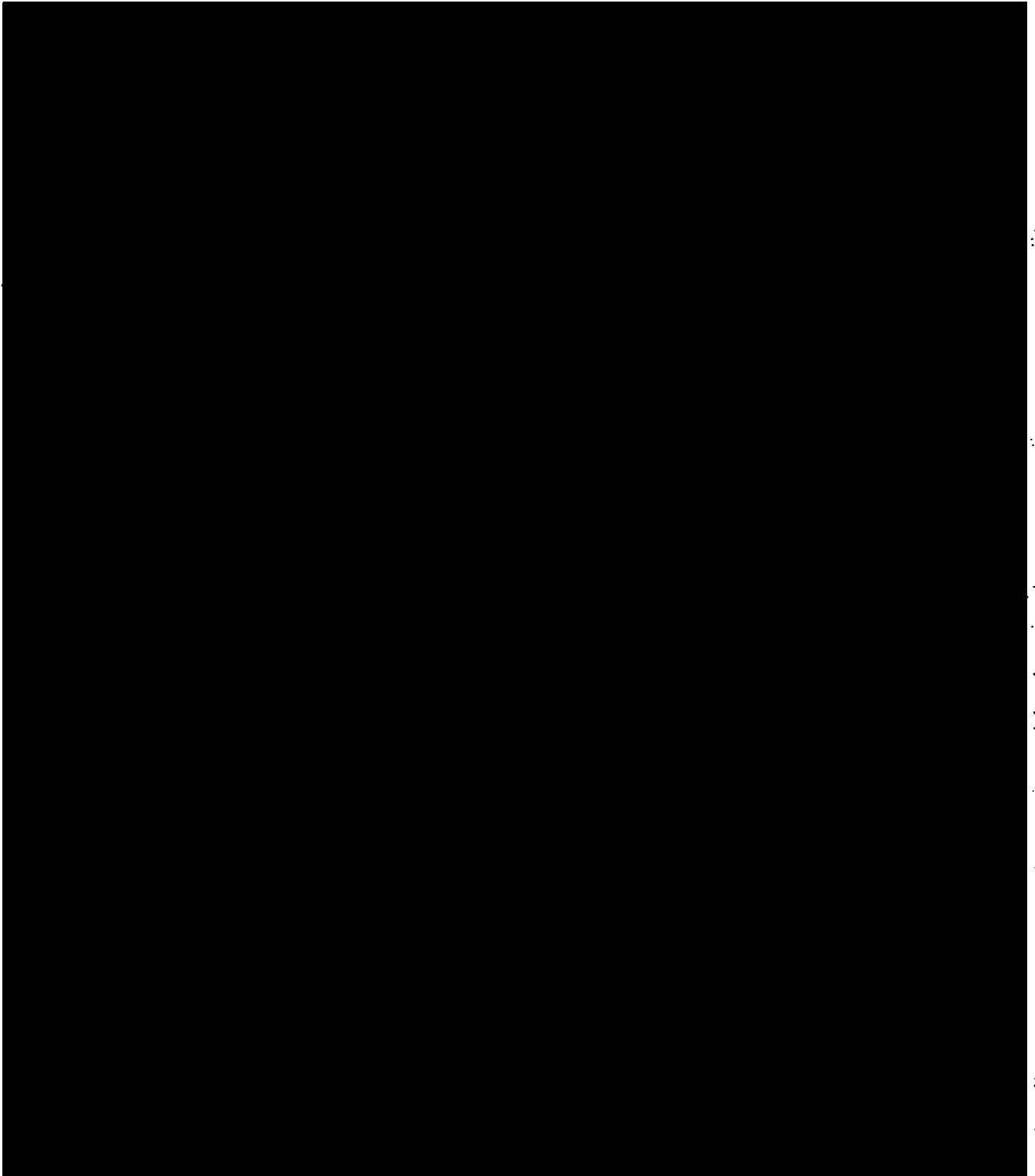
Exhibit D

**Technical and Customer Support**



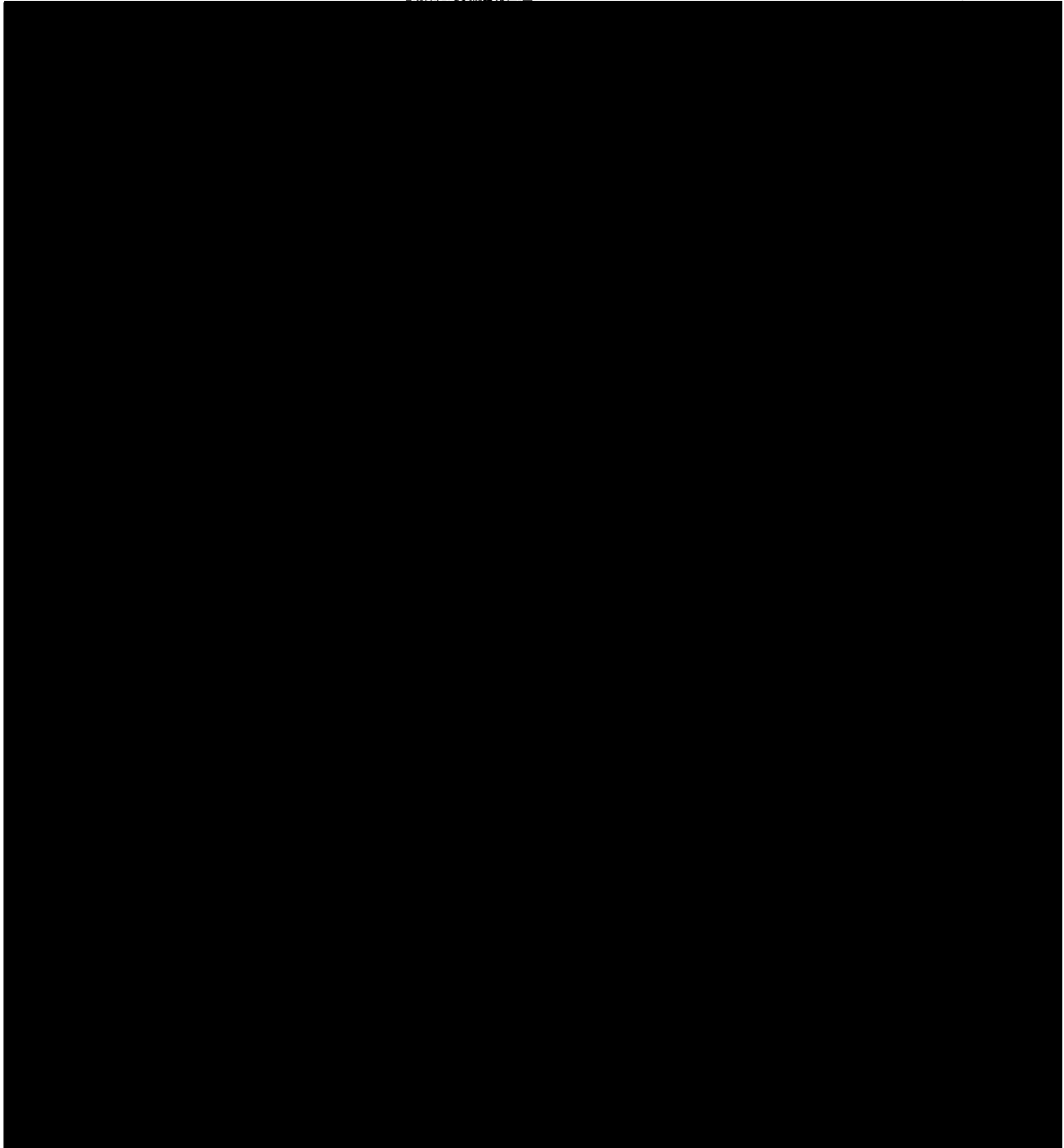
**INTUIT RESPONSIBILITIES**





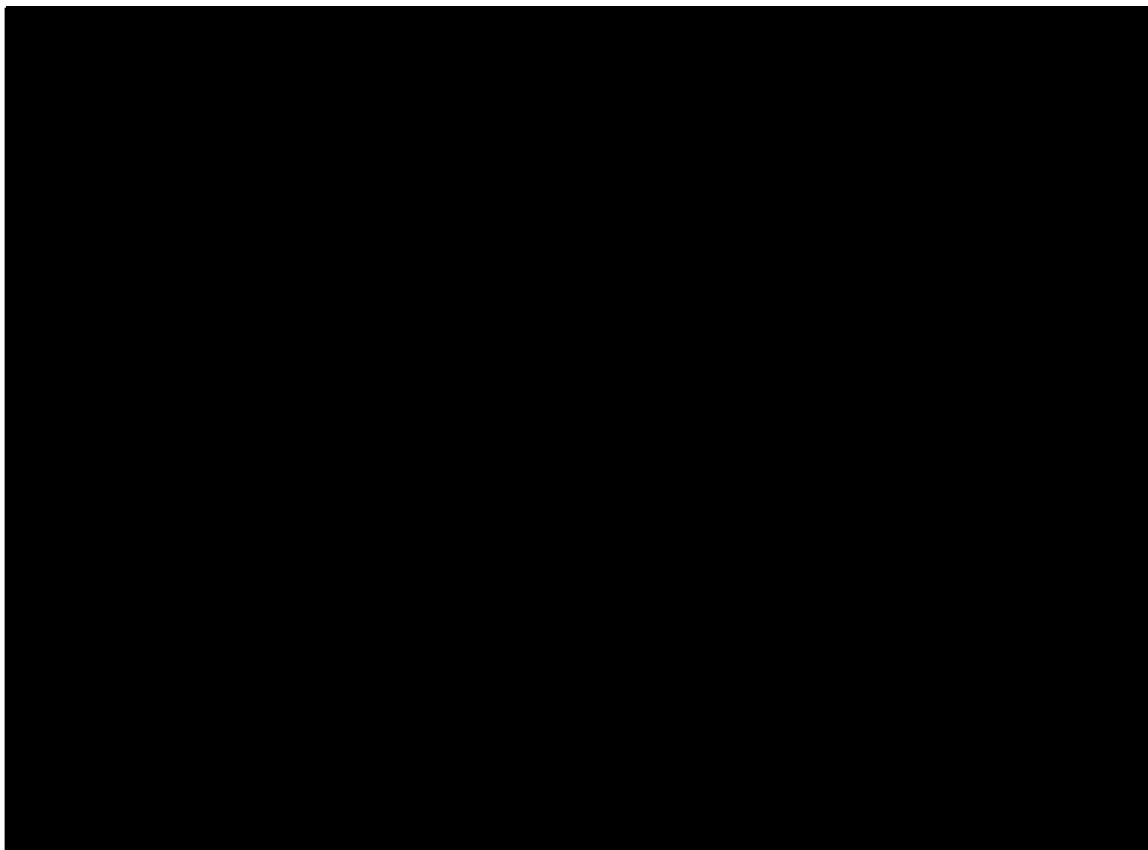
**Exhibit E**

**Marketing Plan**



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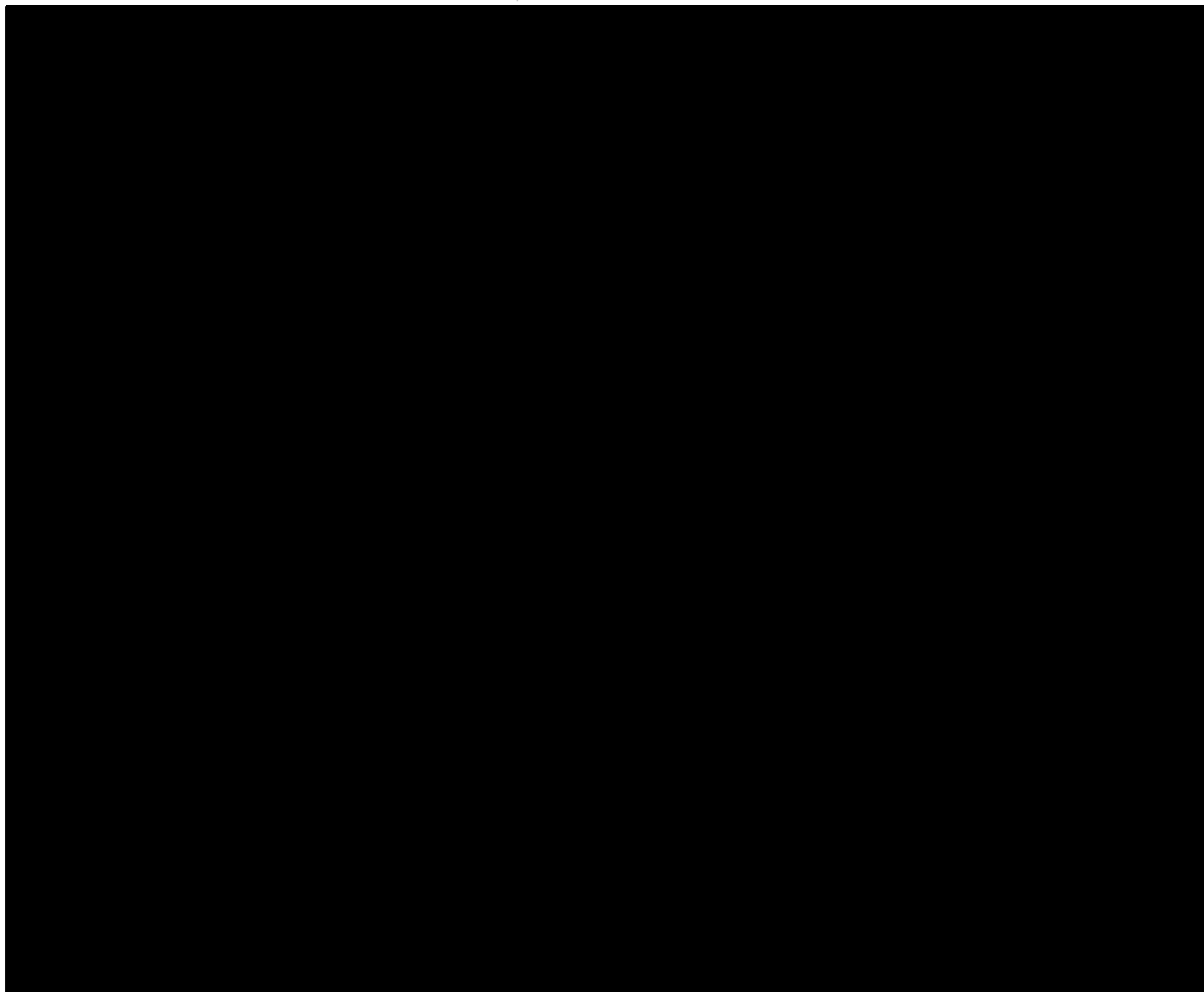
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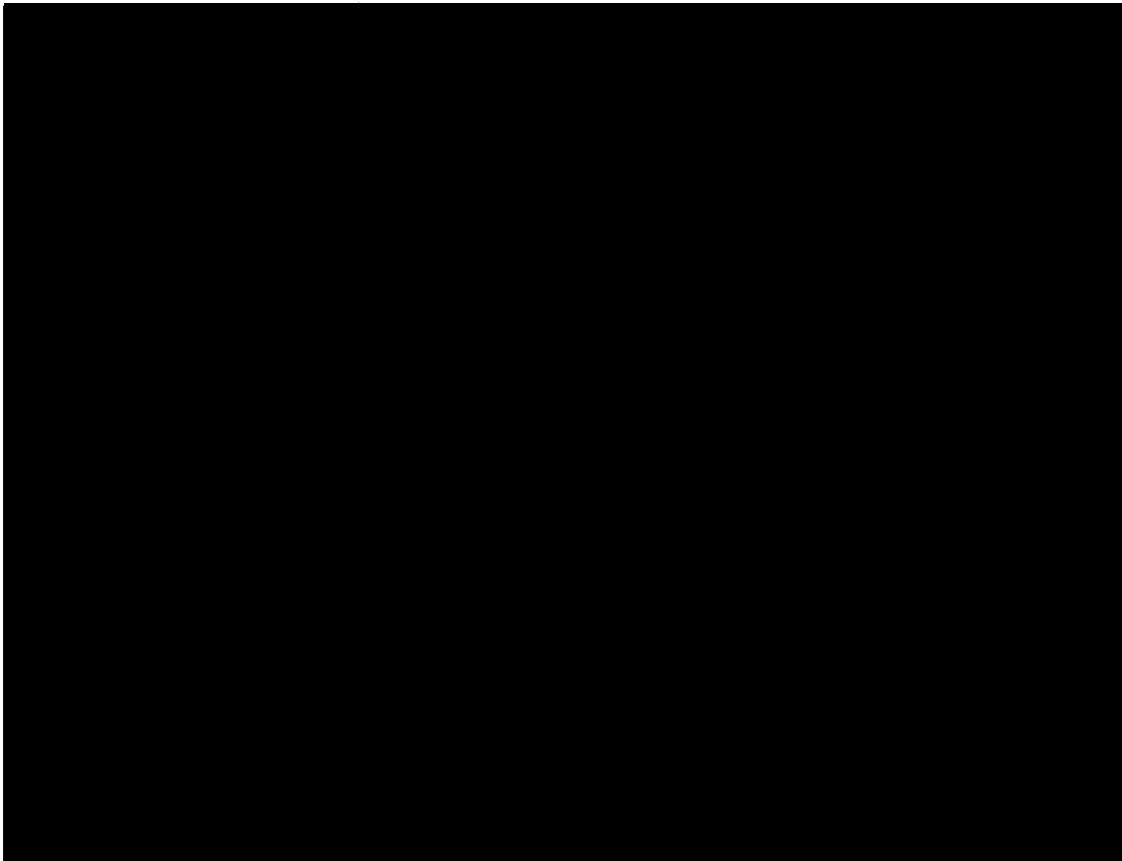


**Exhibit E-2008**

**Marketing**



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**Exhibit G**

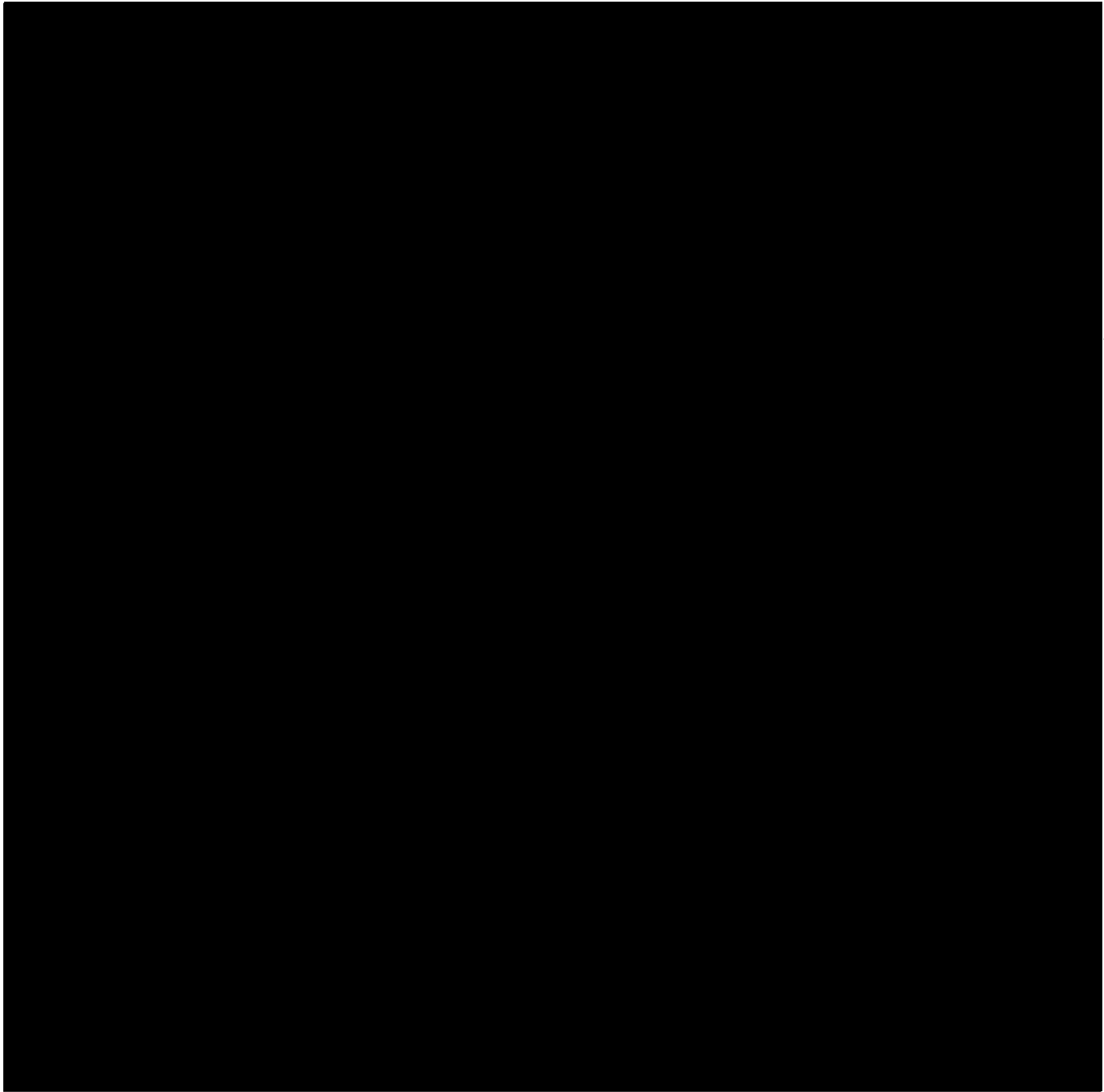
**[Intentionally Omitted]**

**Exhibit H**

**[Intentionally Omitted]**

**Exhibit I**

**Google Desktop Terms and Conditions**



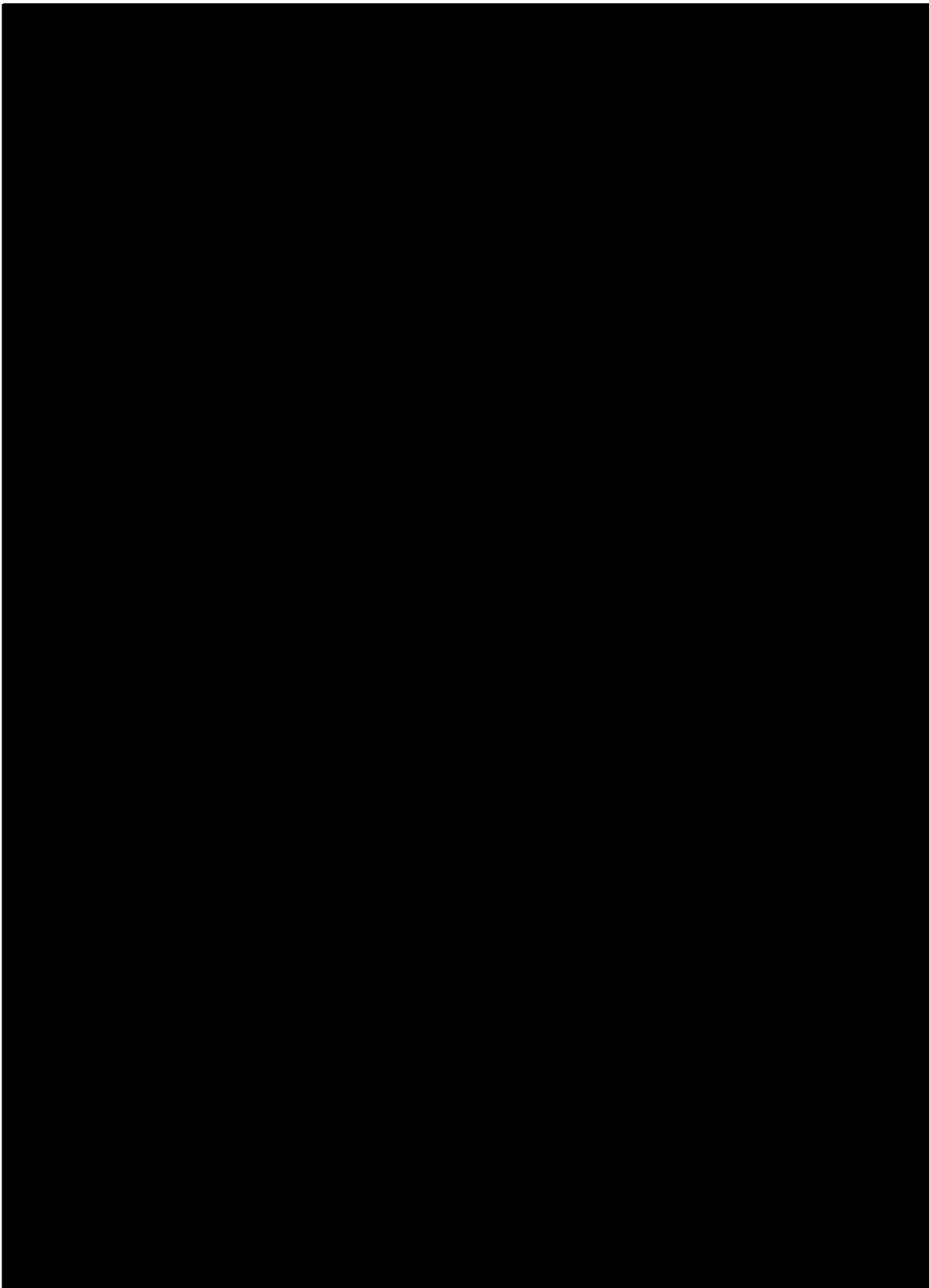
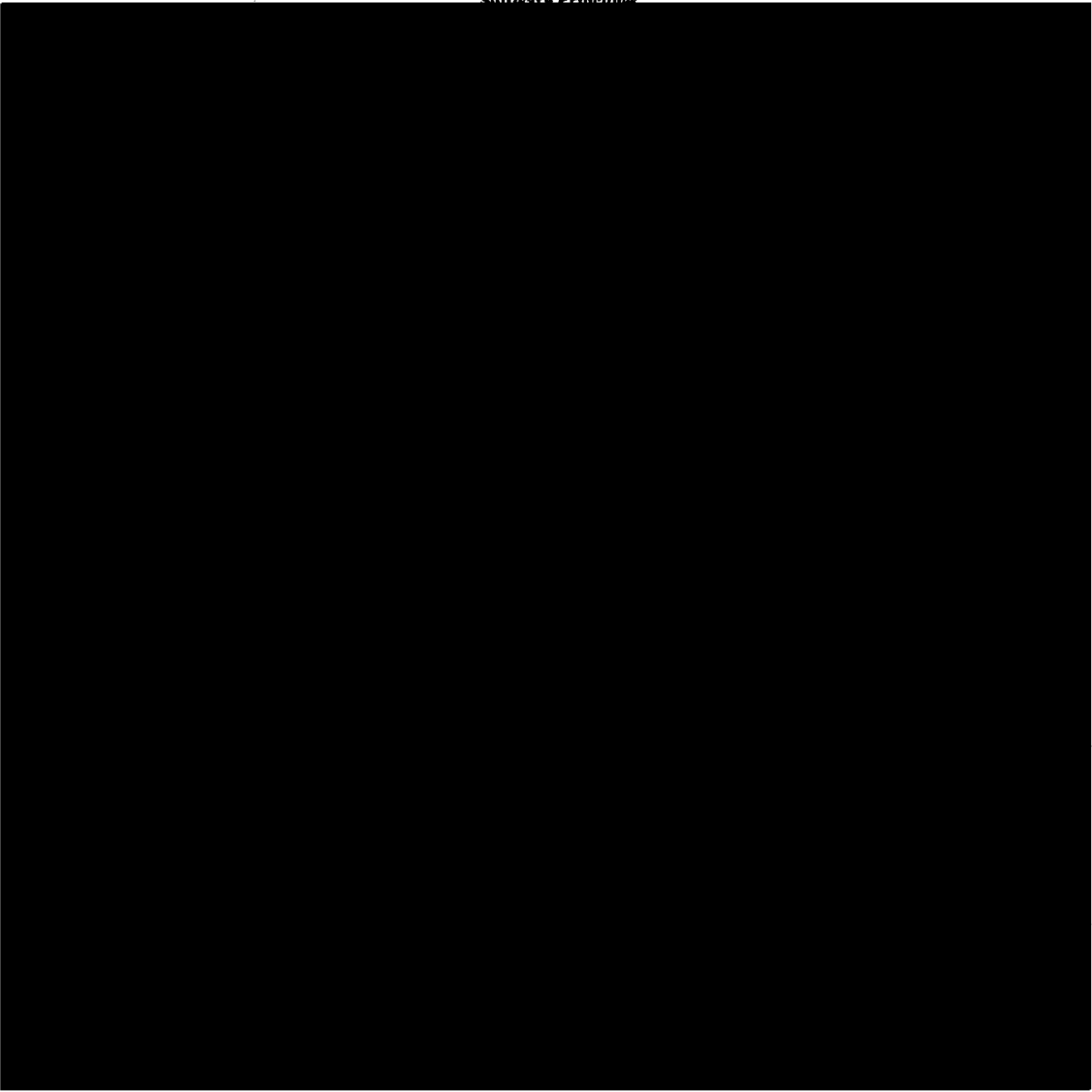


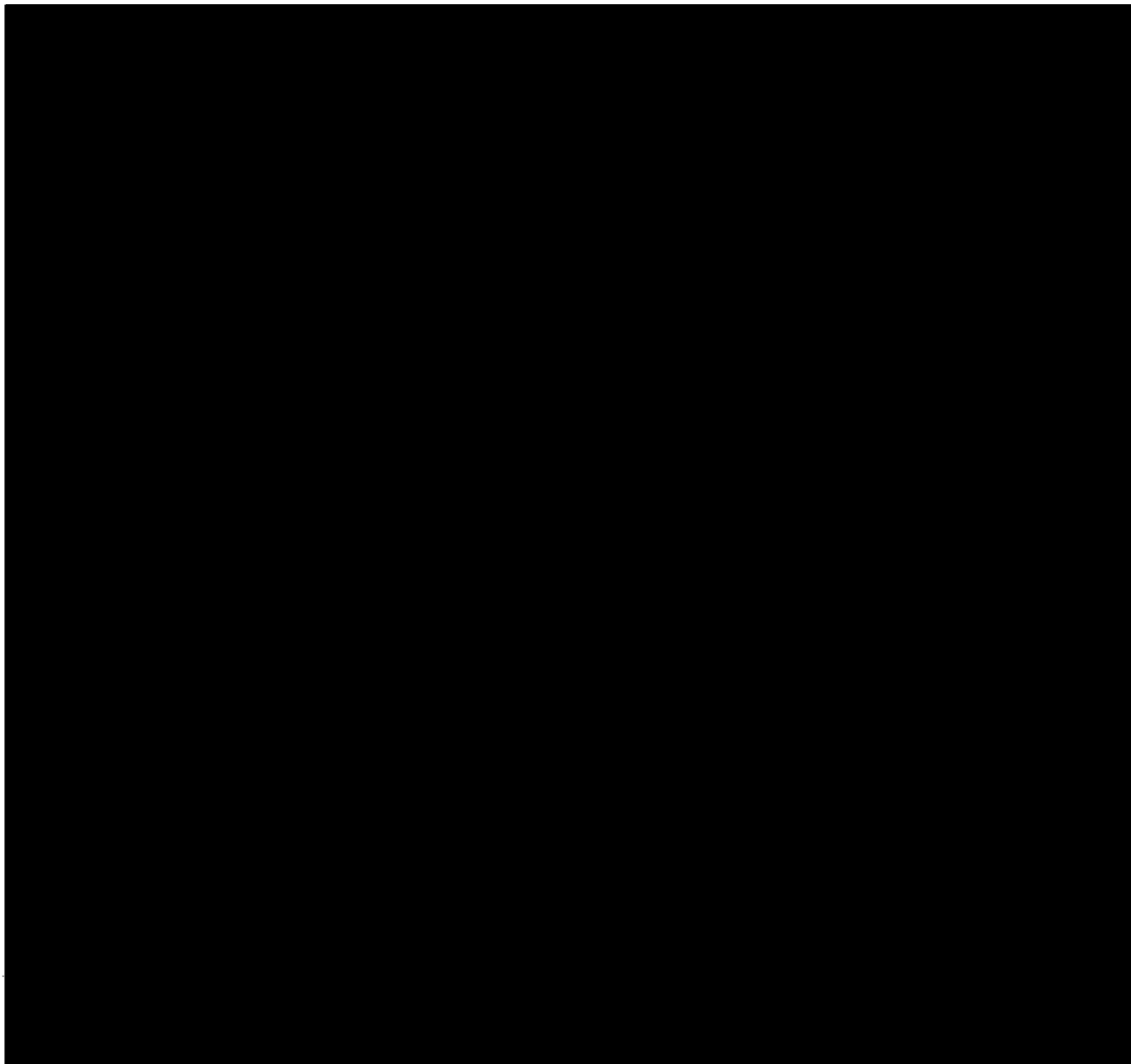


Exhibit J

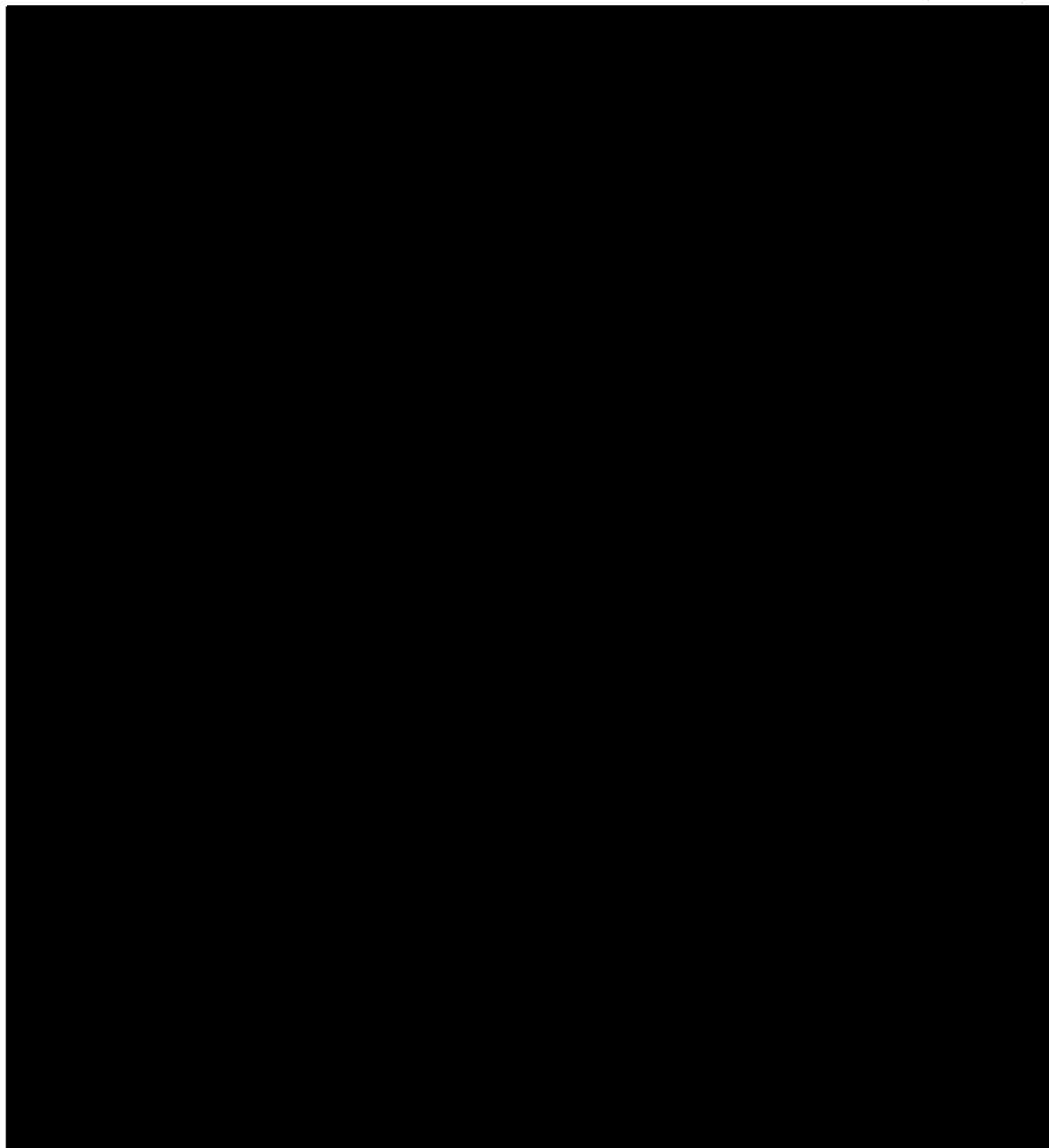
Software Principles



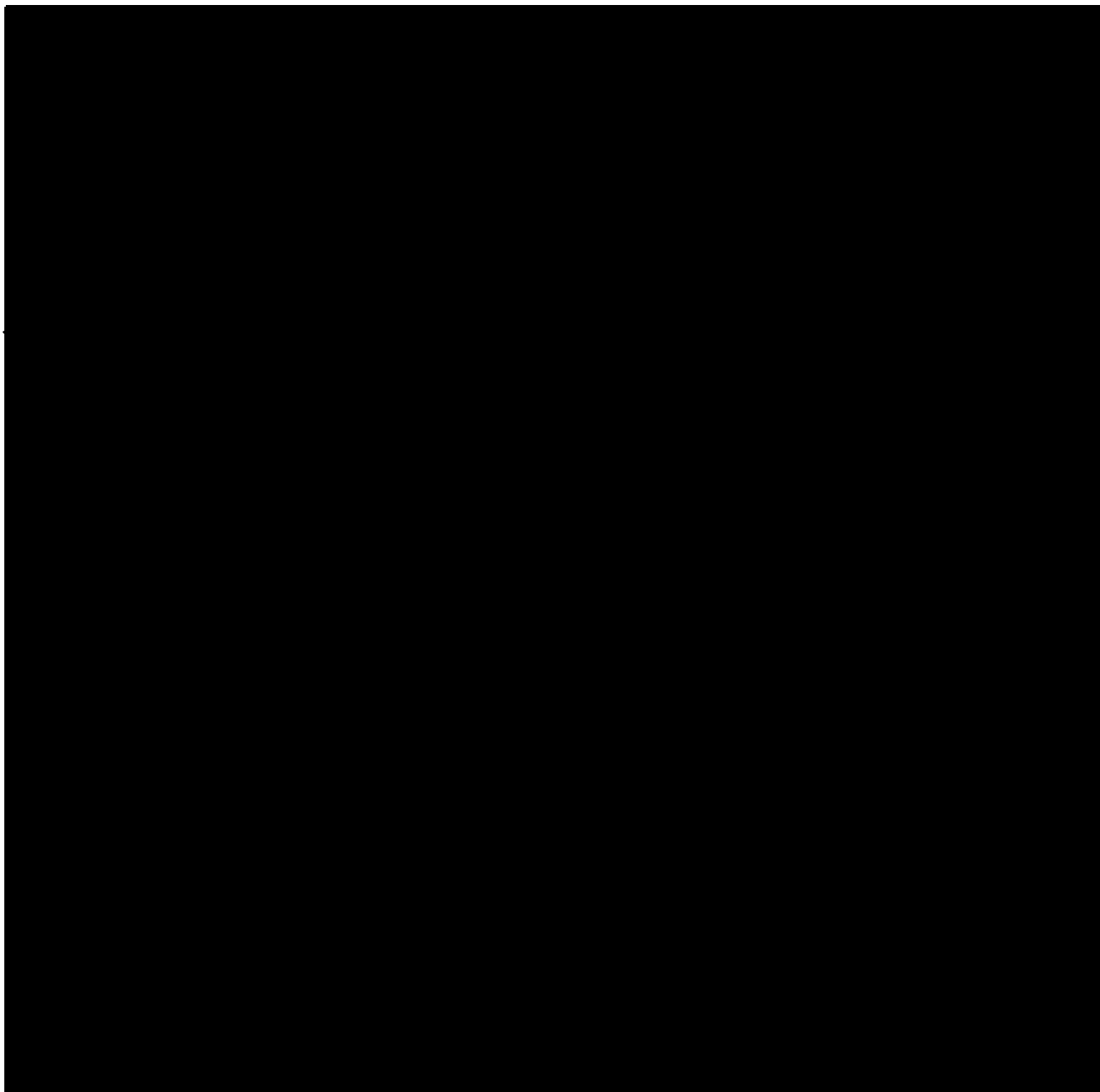


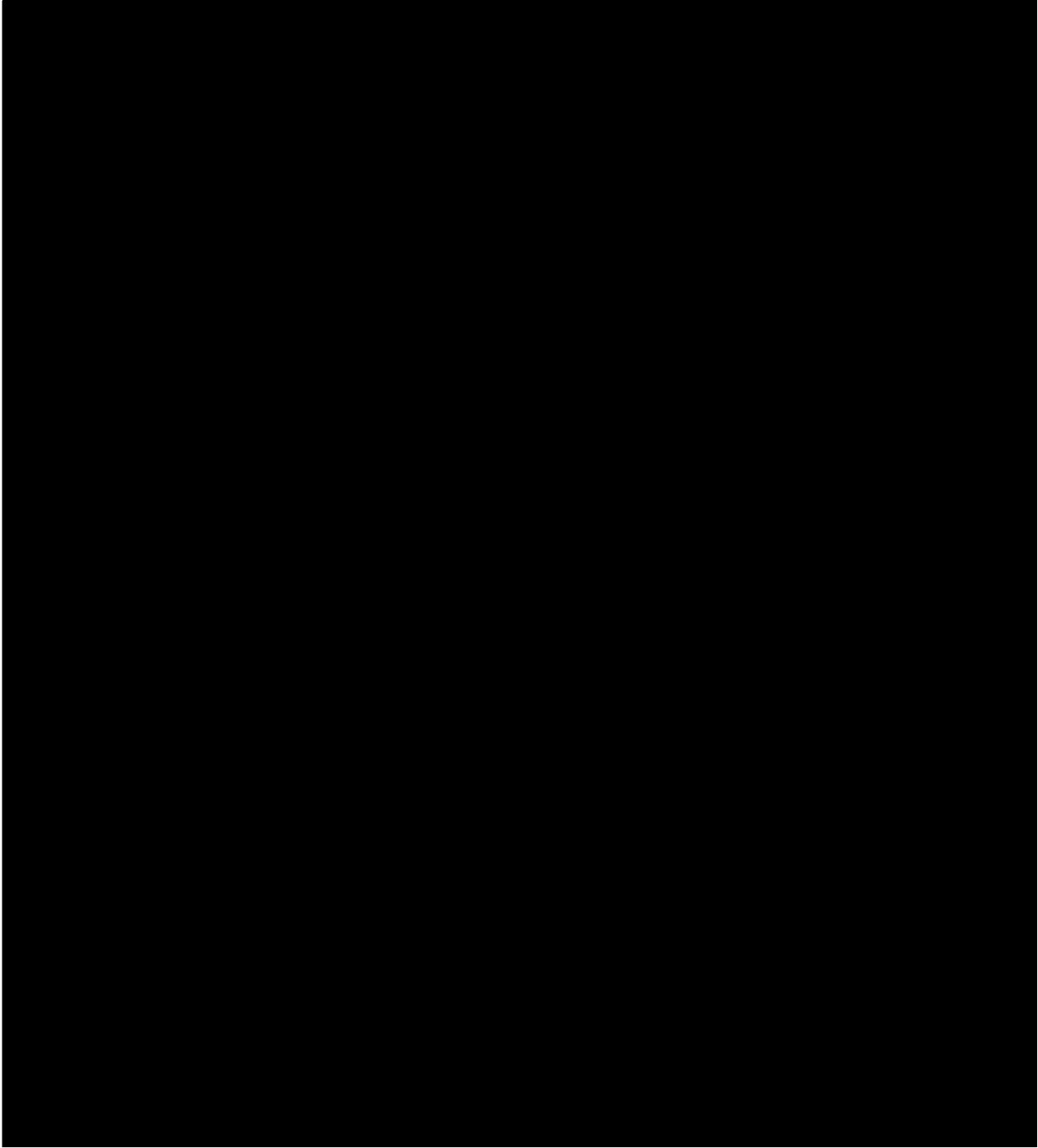


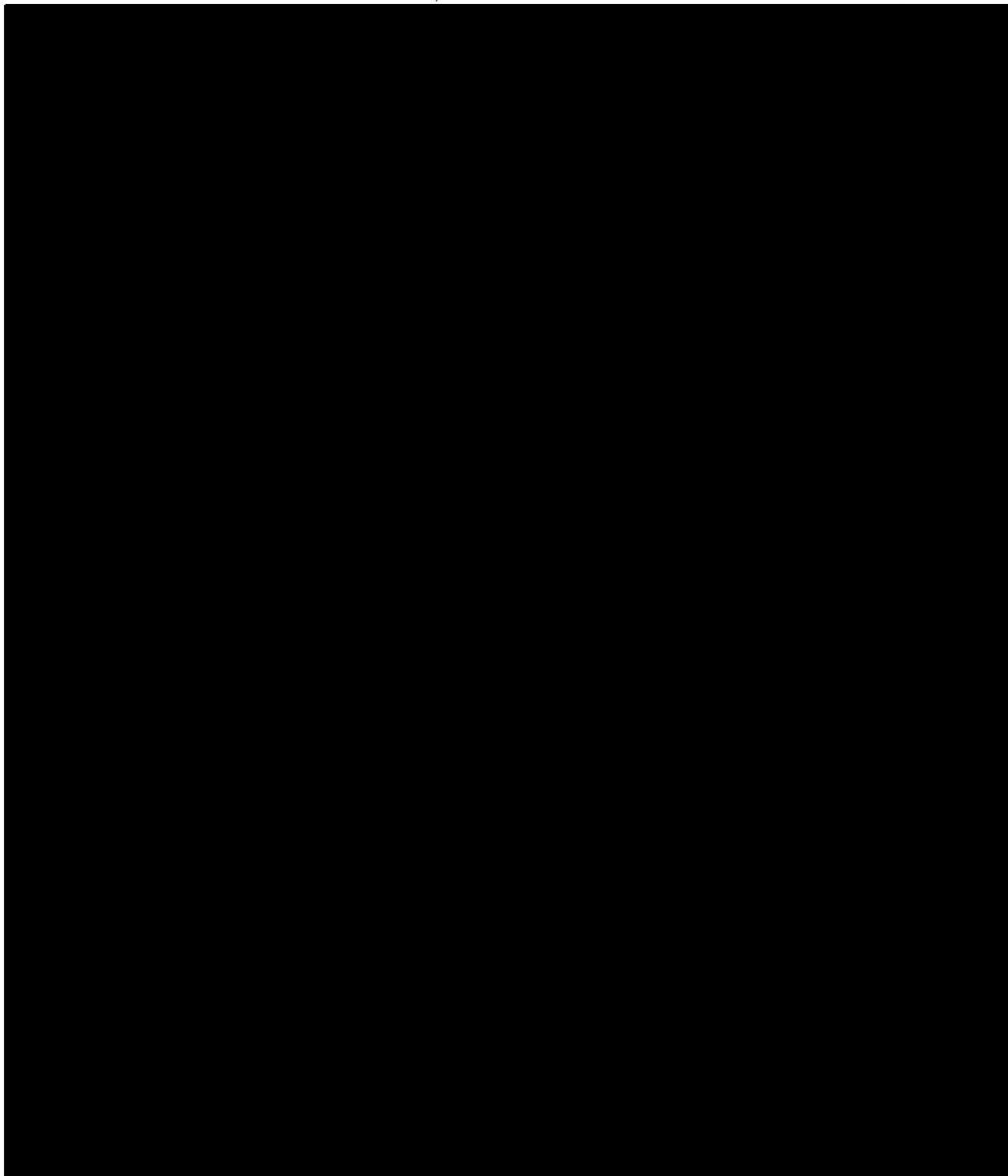
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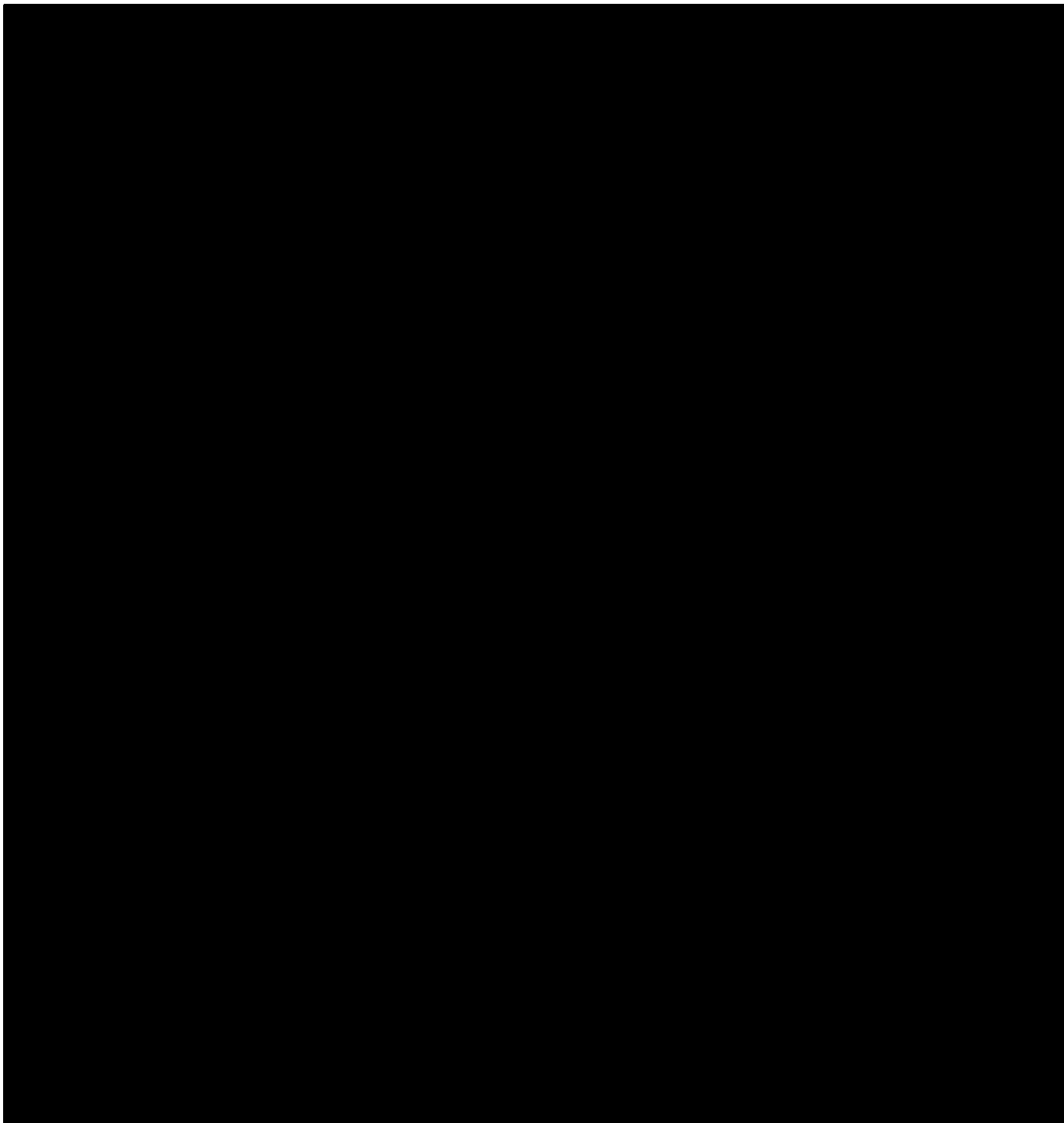


1. General.





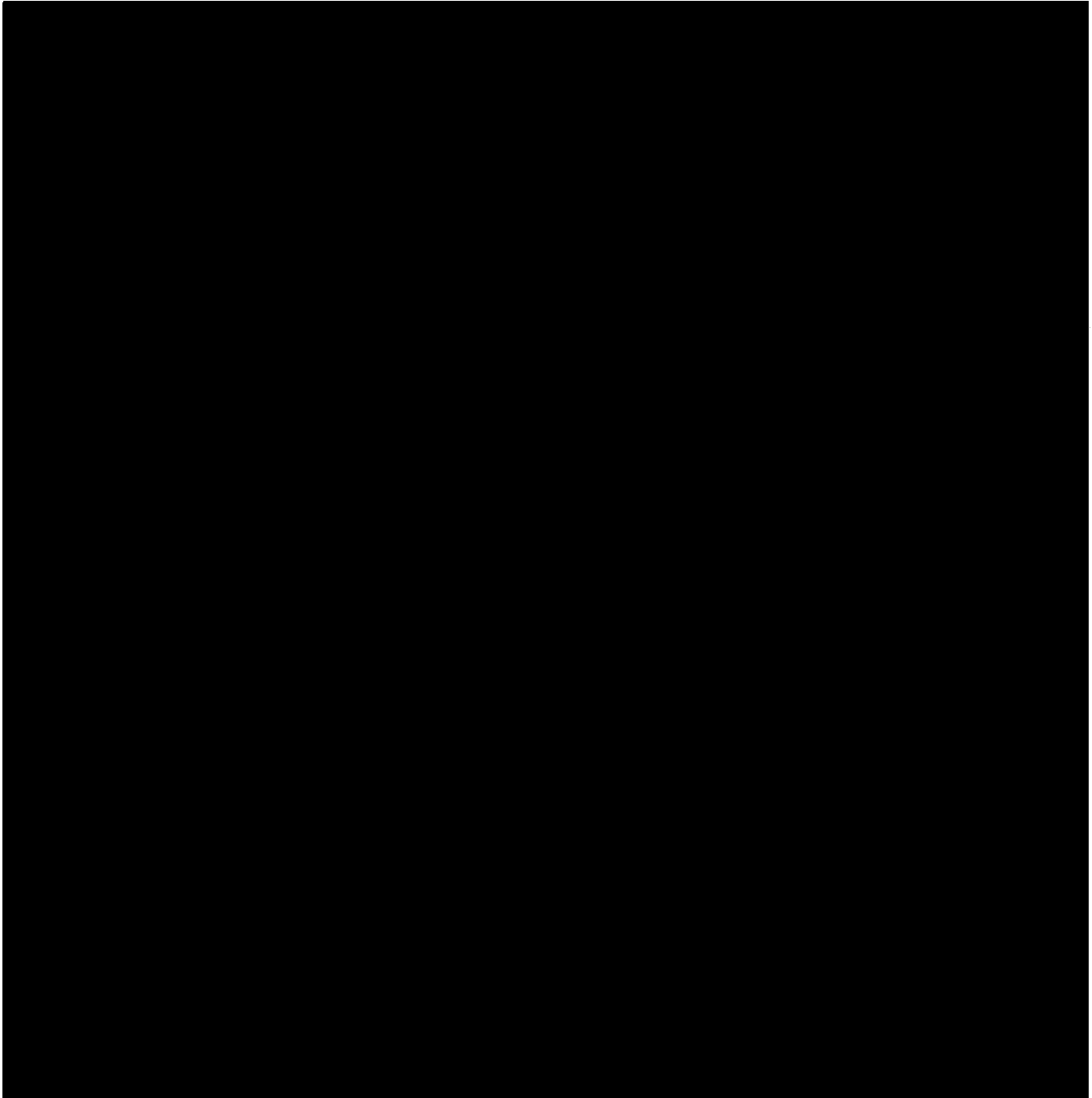




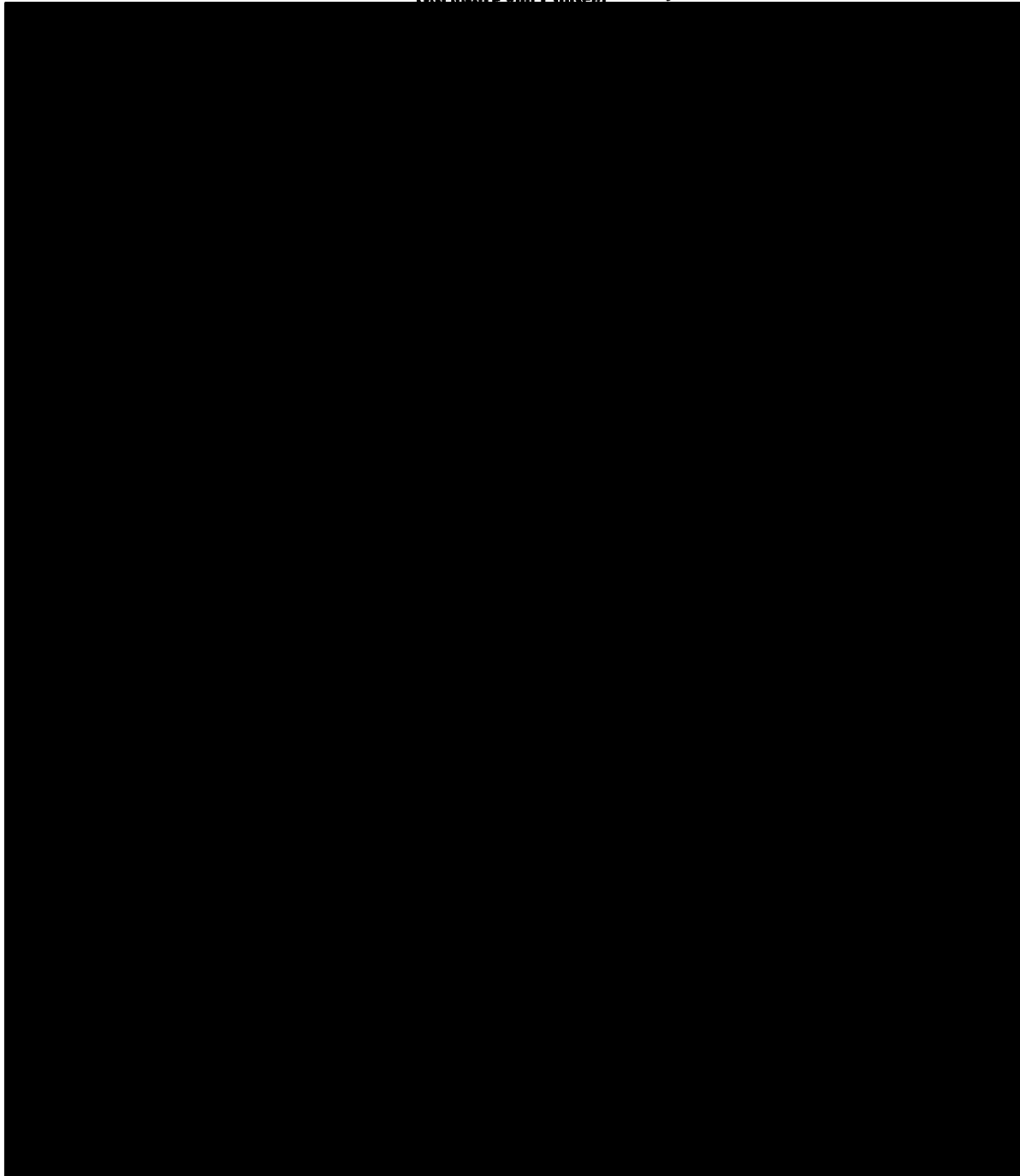
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Attachment 1

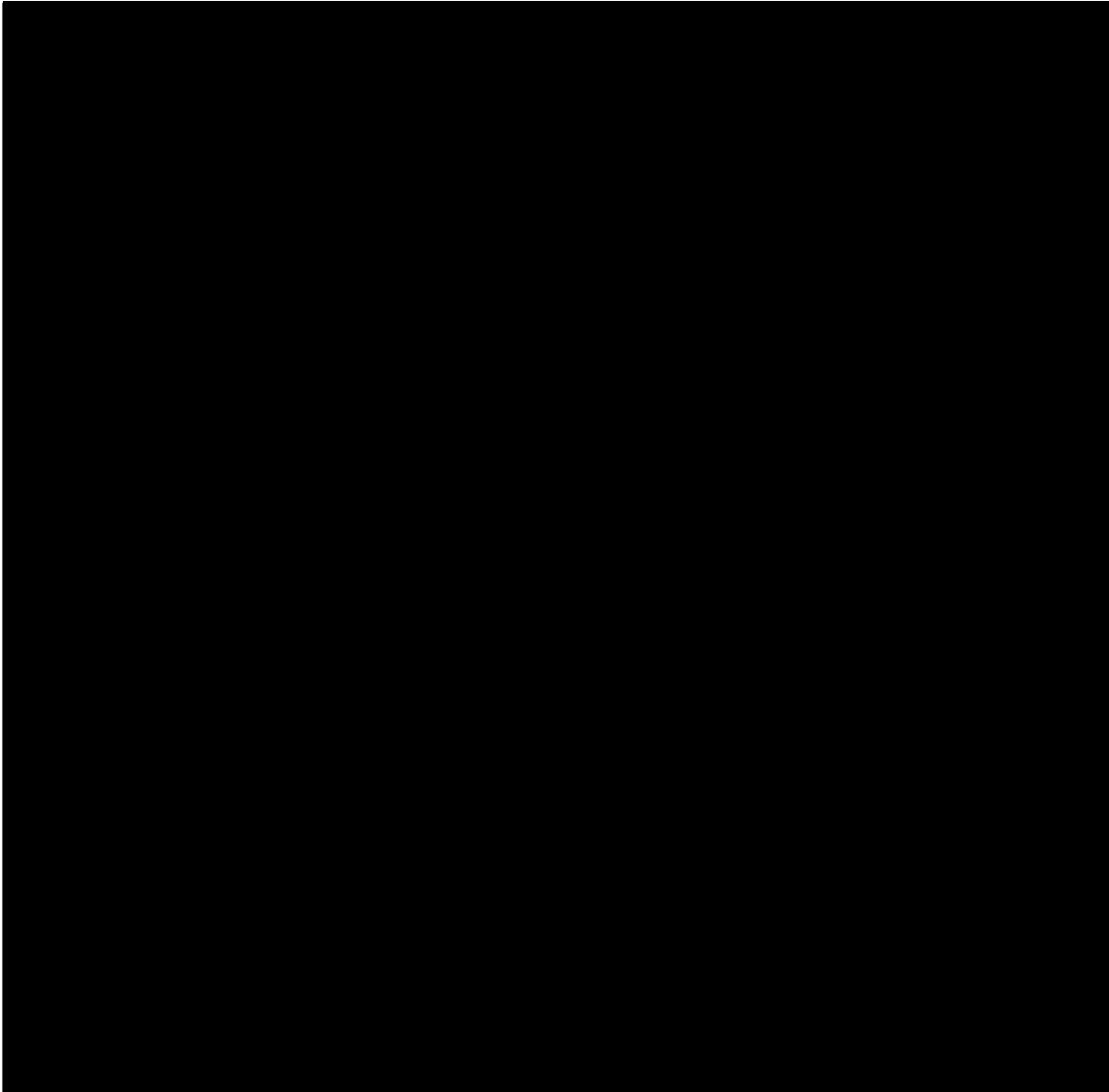


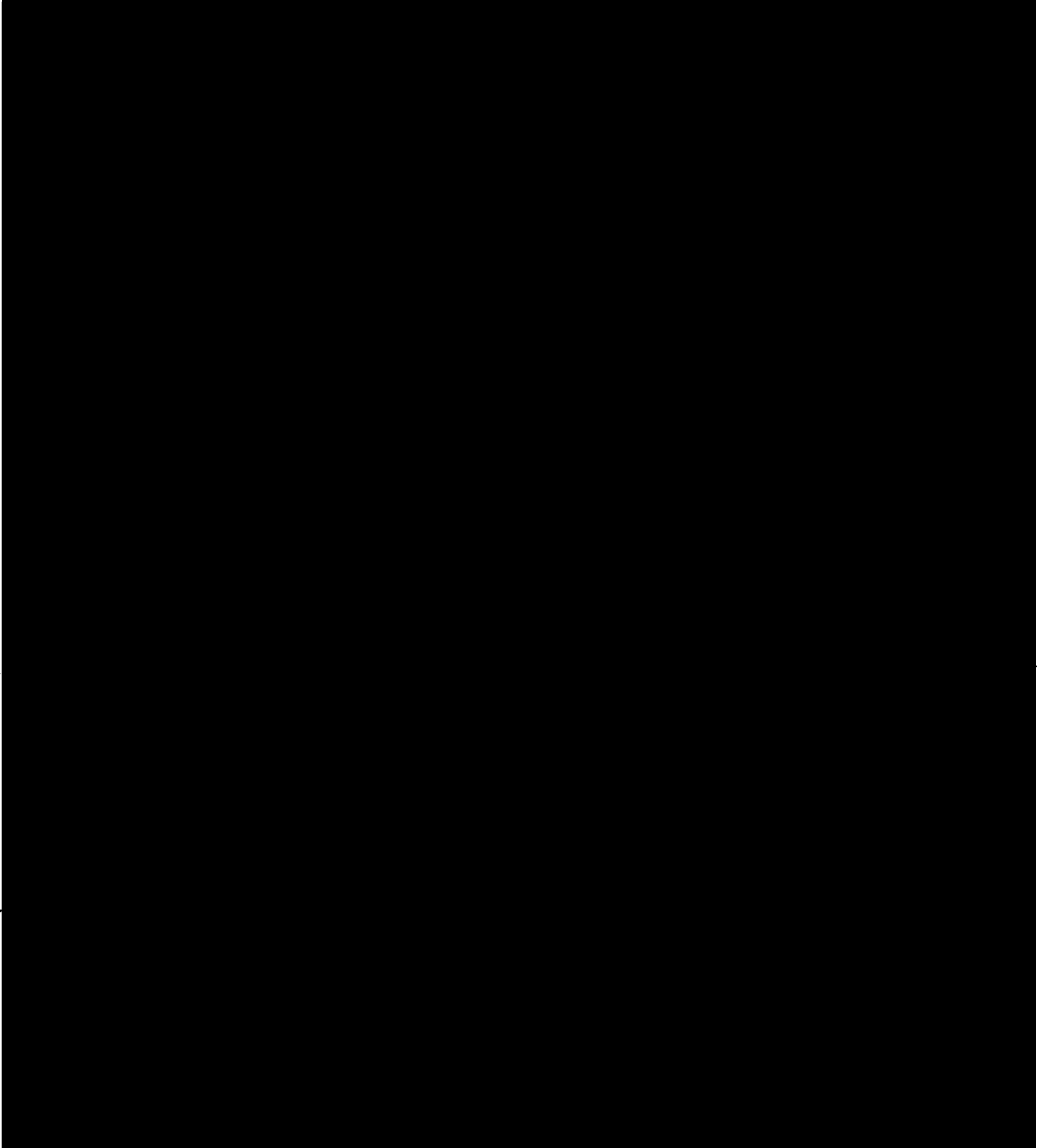
Disclosure and Content

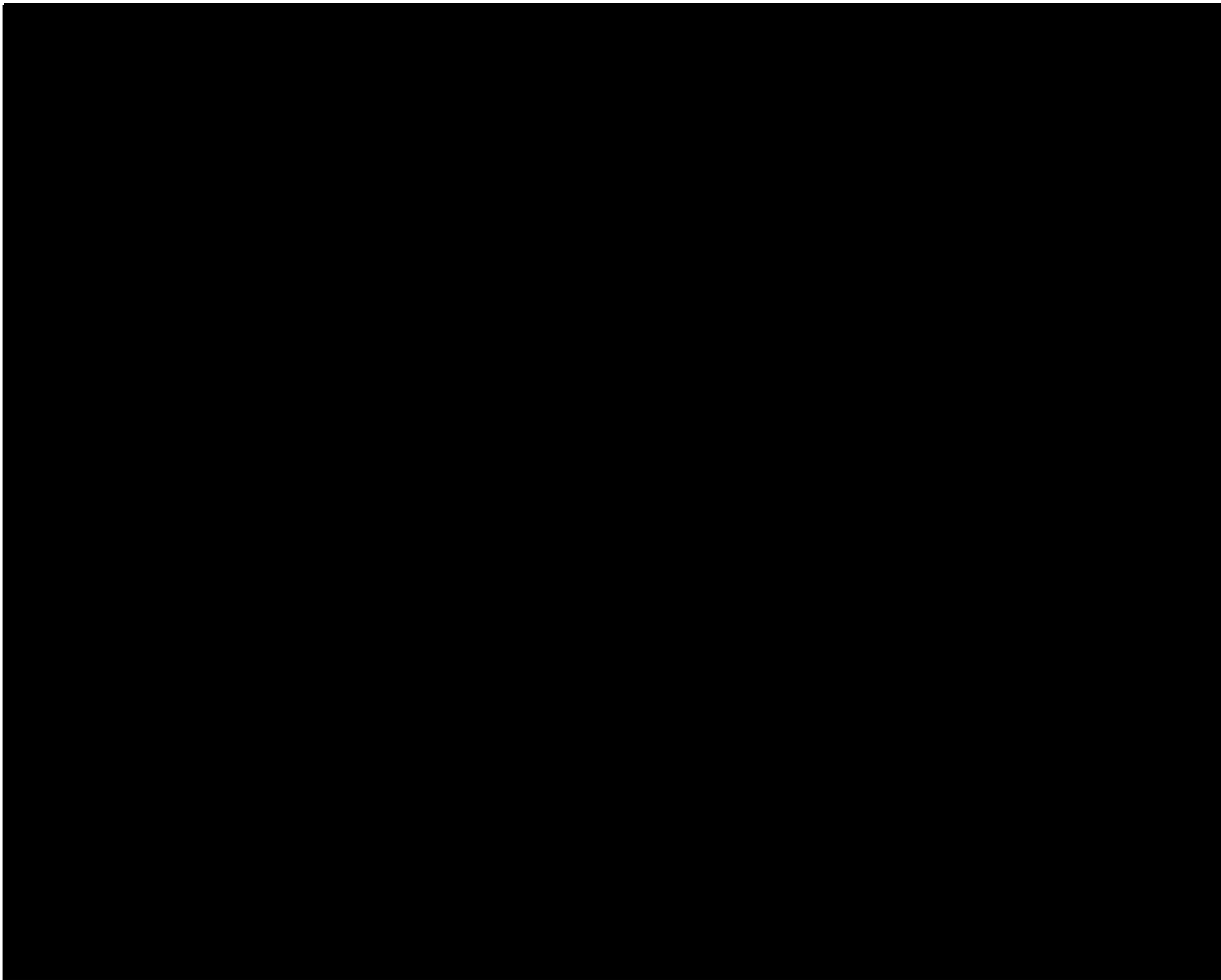


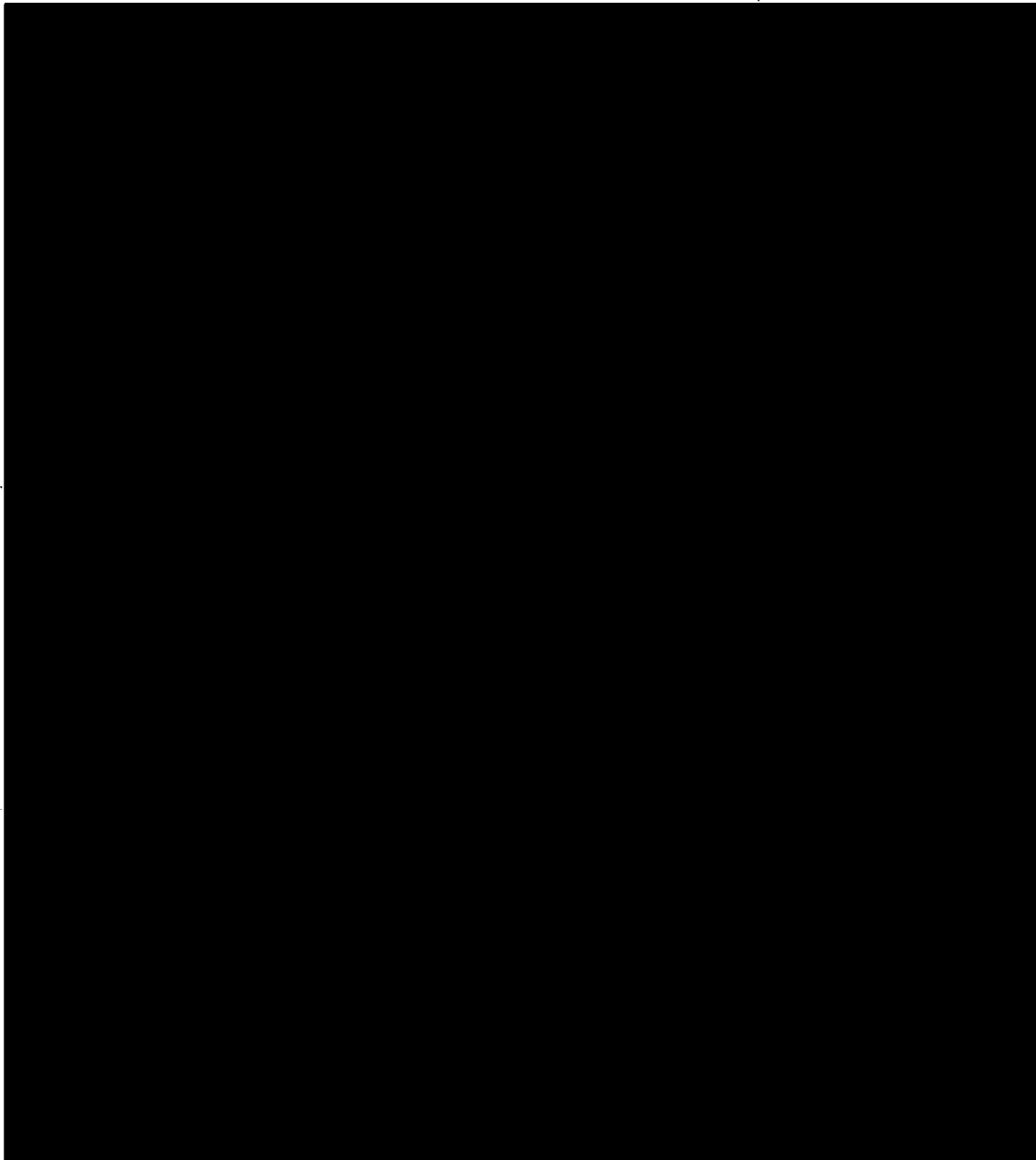


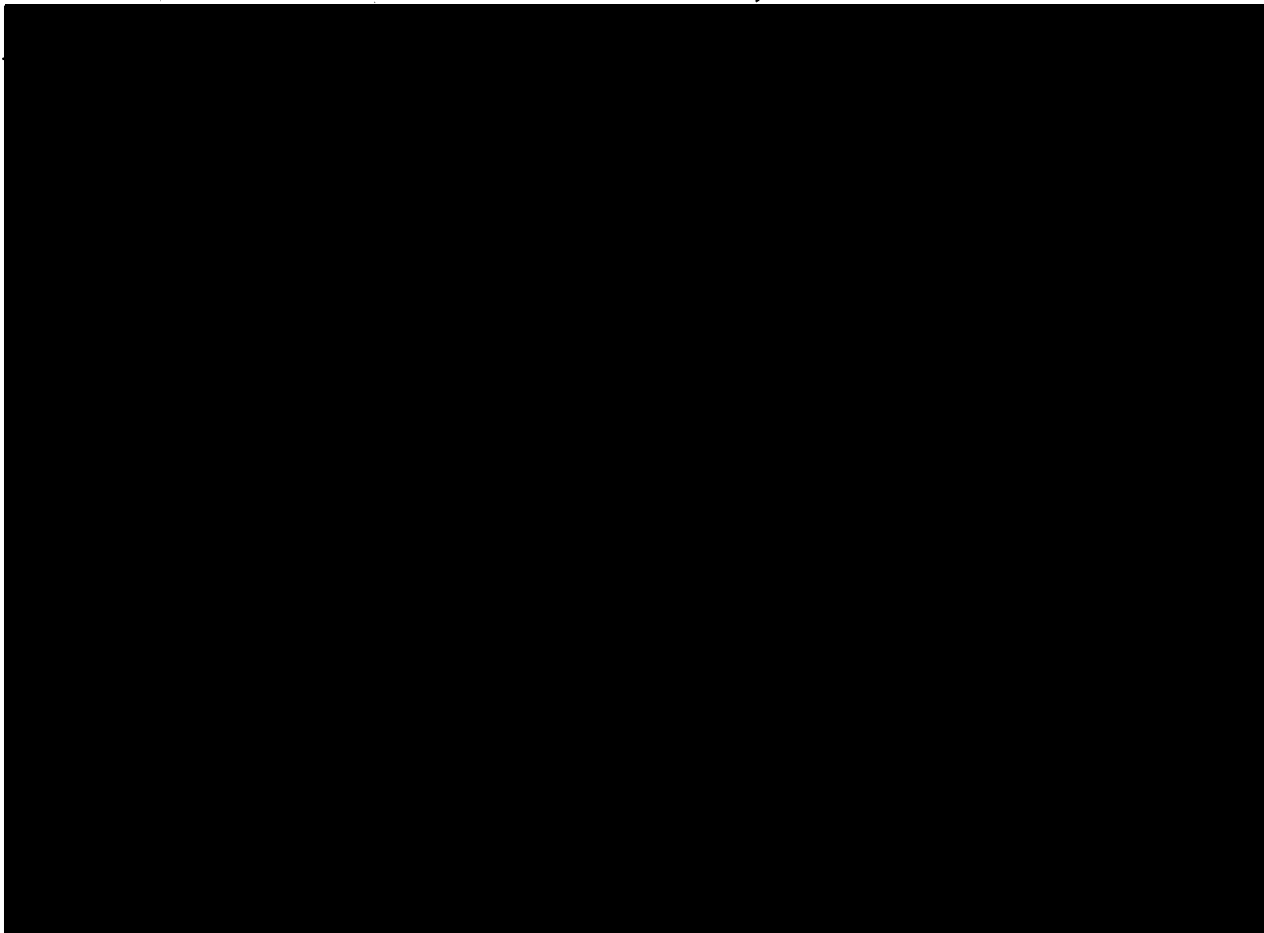












**Exhibit L**

**[Intentionally Omitted]**

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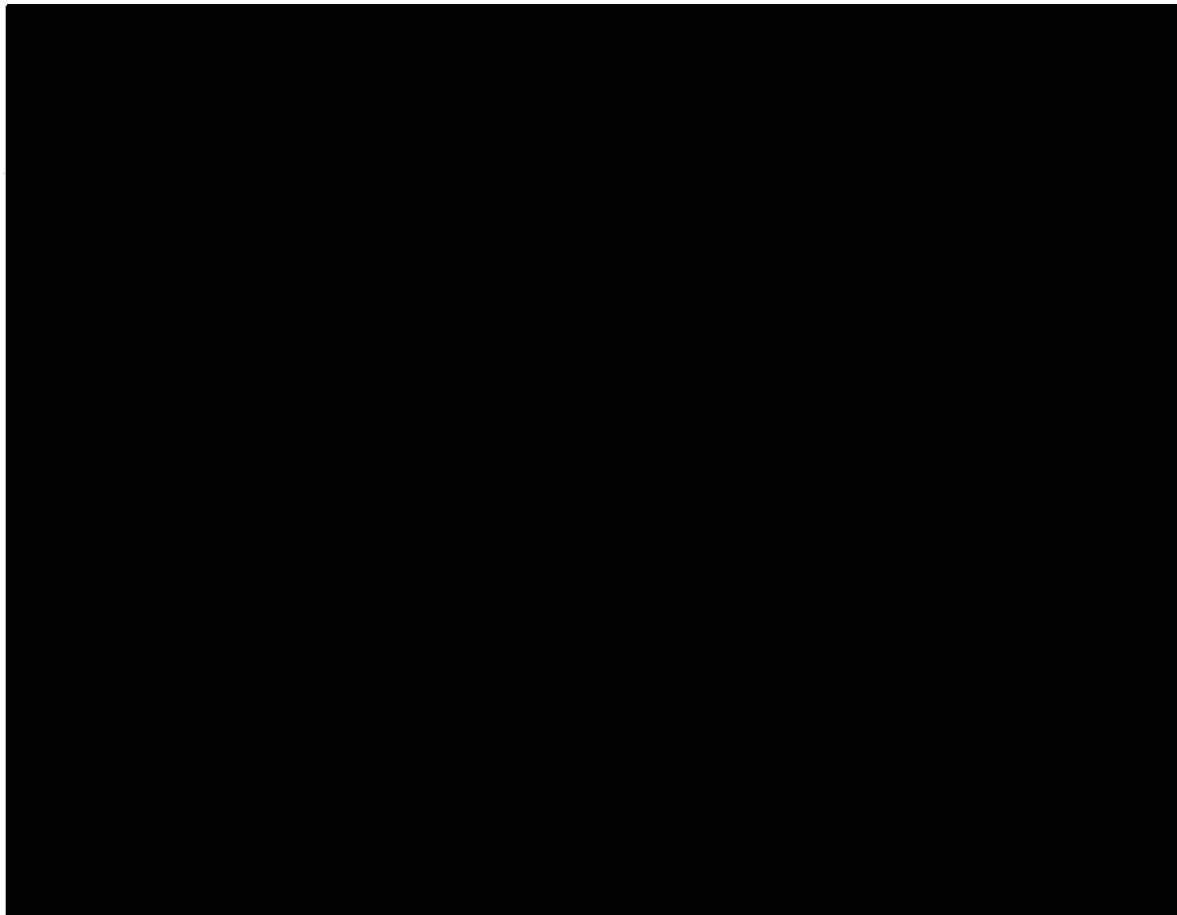
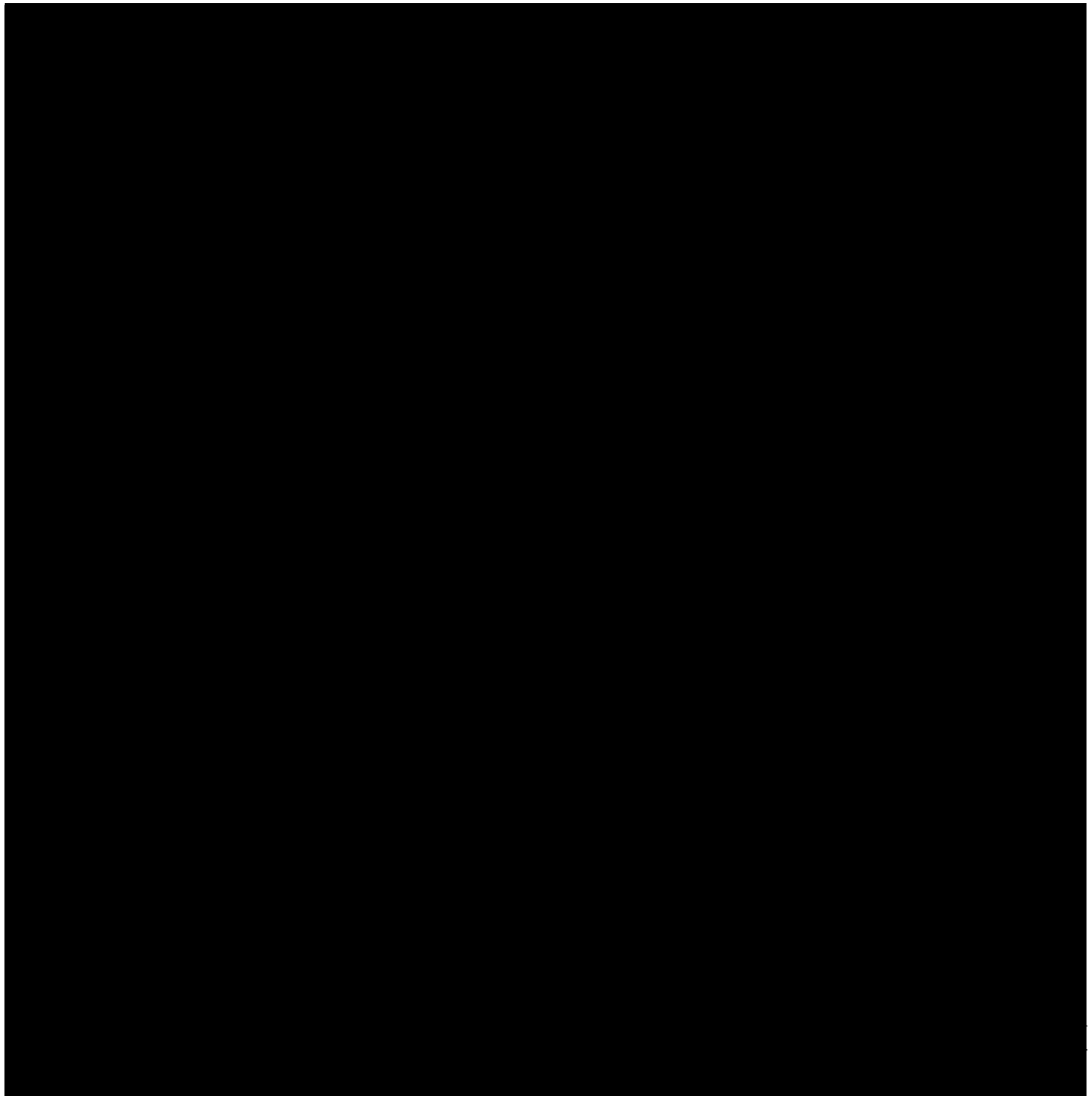
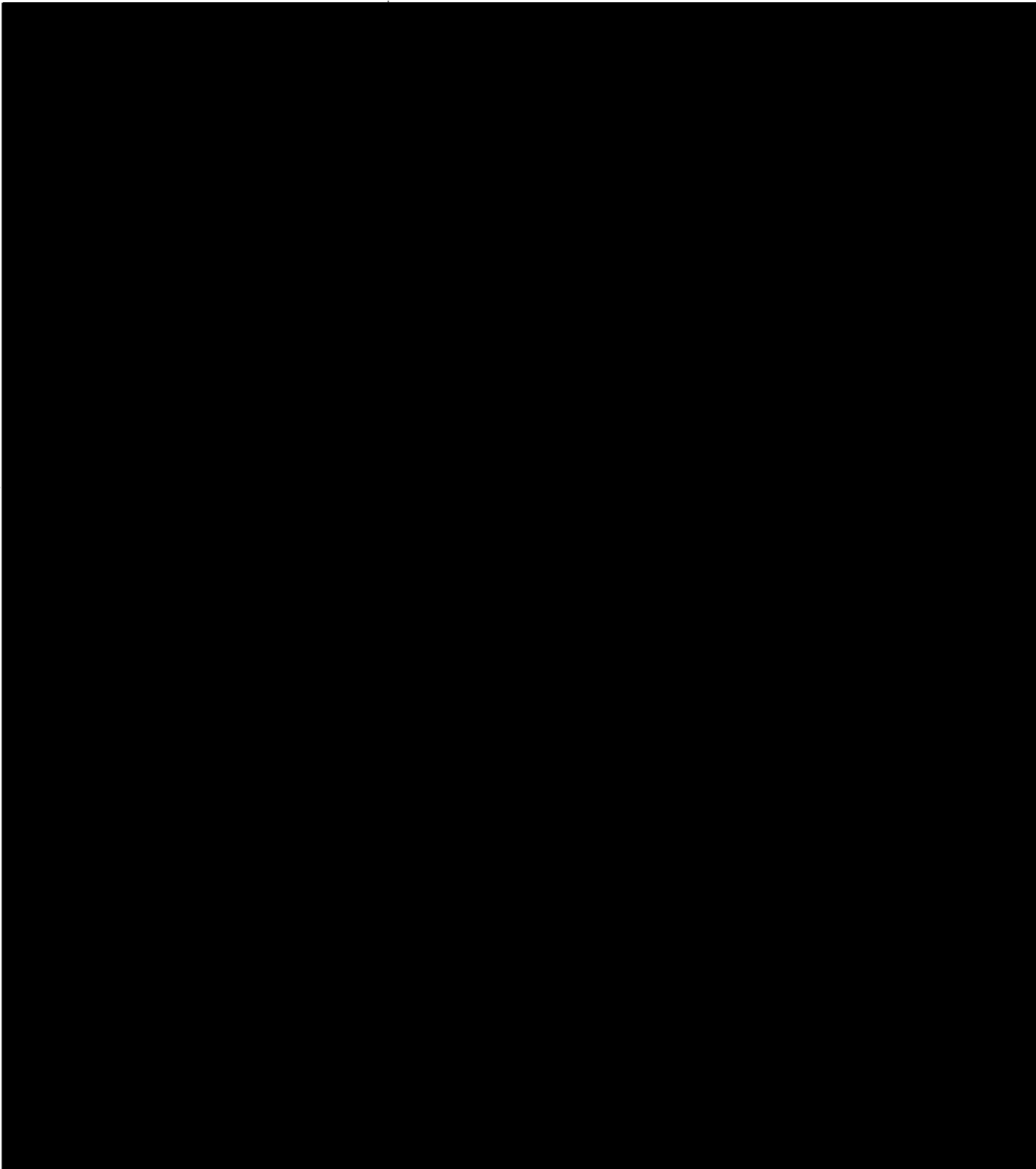




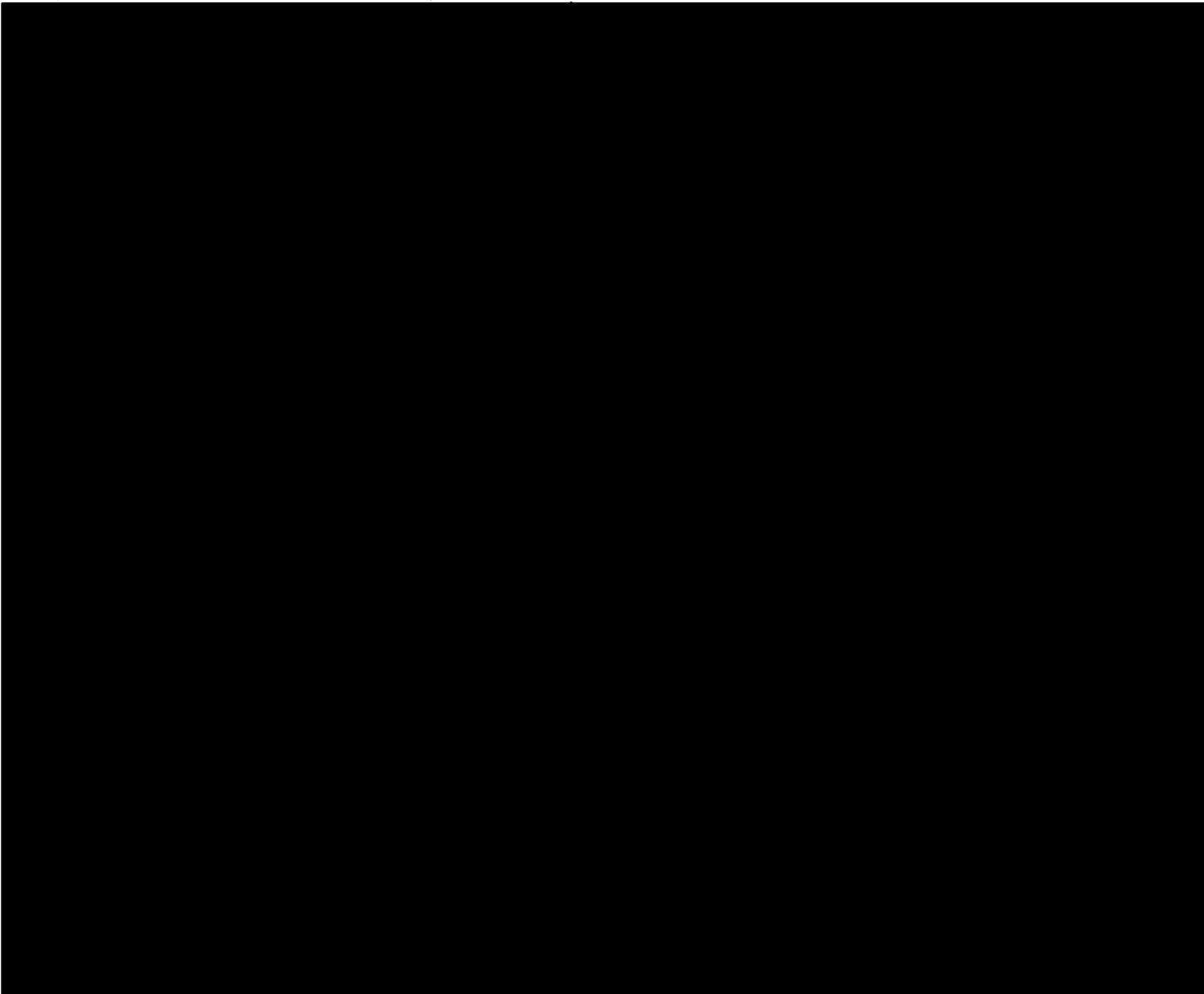
Exhibit N



2364.80  
INTUIT\_056703  
Confidential



2364.81  
INTUIT\_056704  
Confidential



IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

Google: GOOGLE INC.

Licensor: INTUIT INC.

By: [Signature]

By: [Signature]

Print Name: David Fischer

Print Name: Steven Aldrich

Title: VP, Online Sales & Ops

Title: VP, Intuit

Date: 10/29/07

Date: 10-17-07



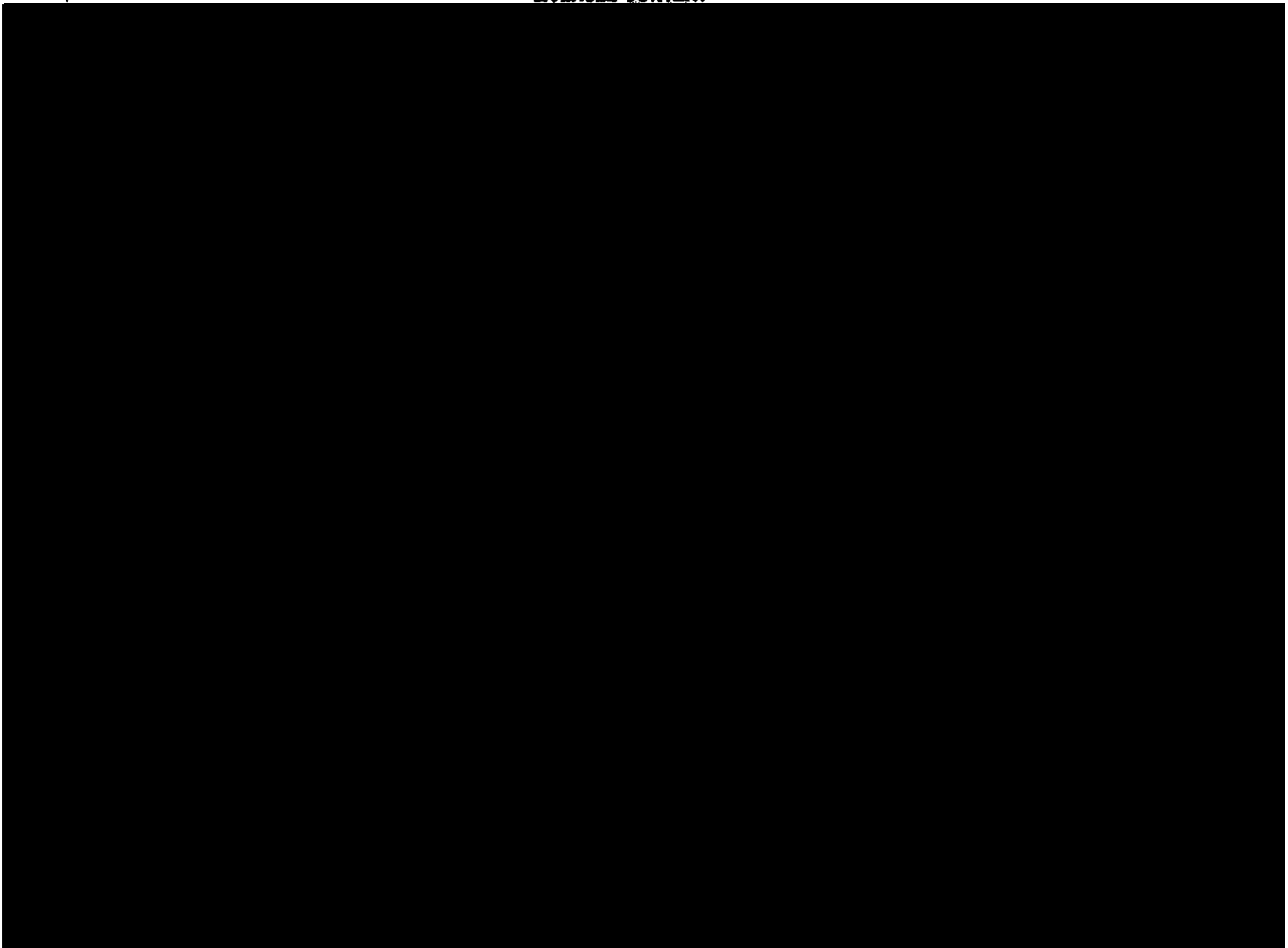
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**EXHIBIT A**

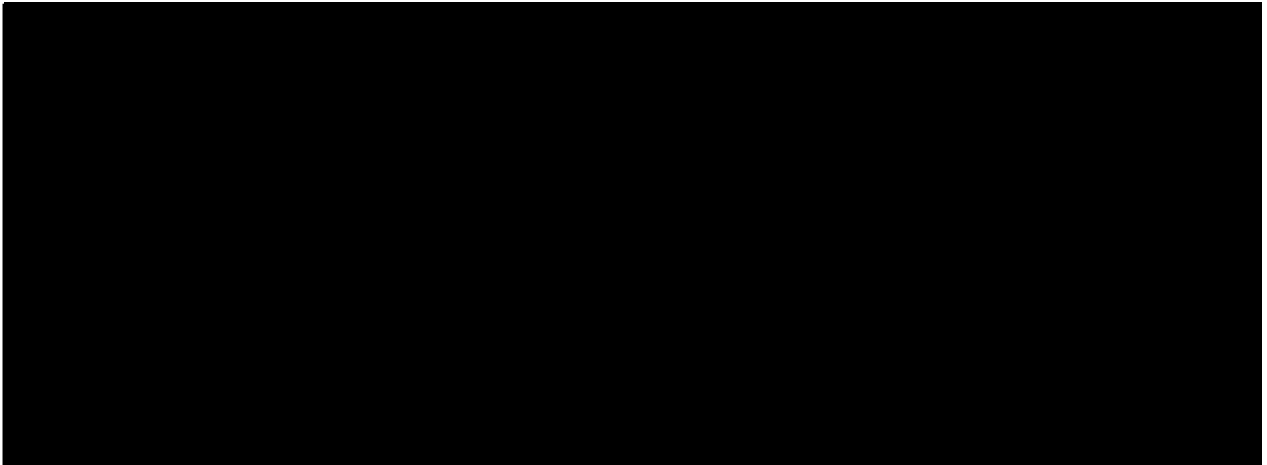
**LICENSED CONTENT**



**Confidential**  
84

2364.84  
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Confidential

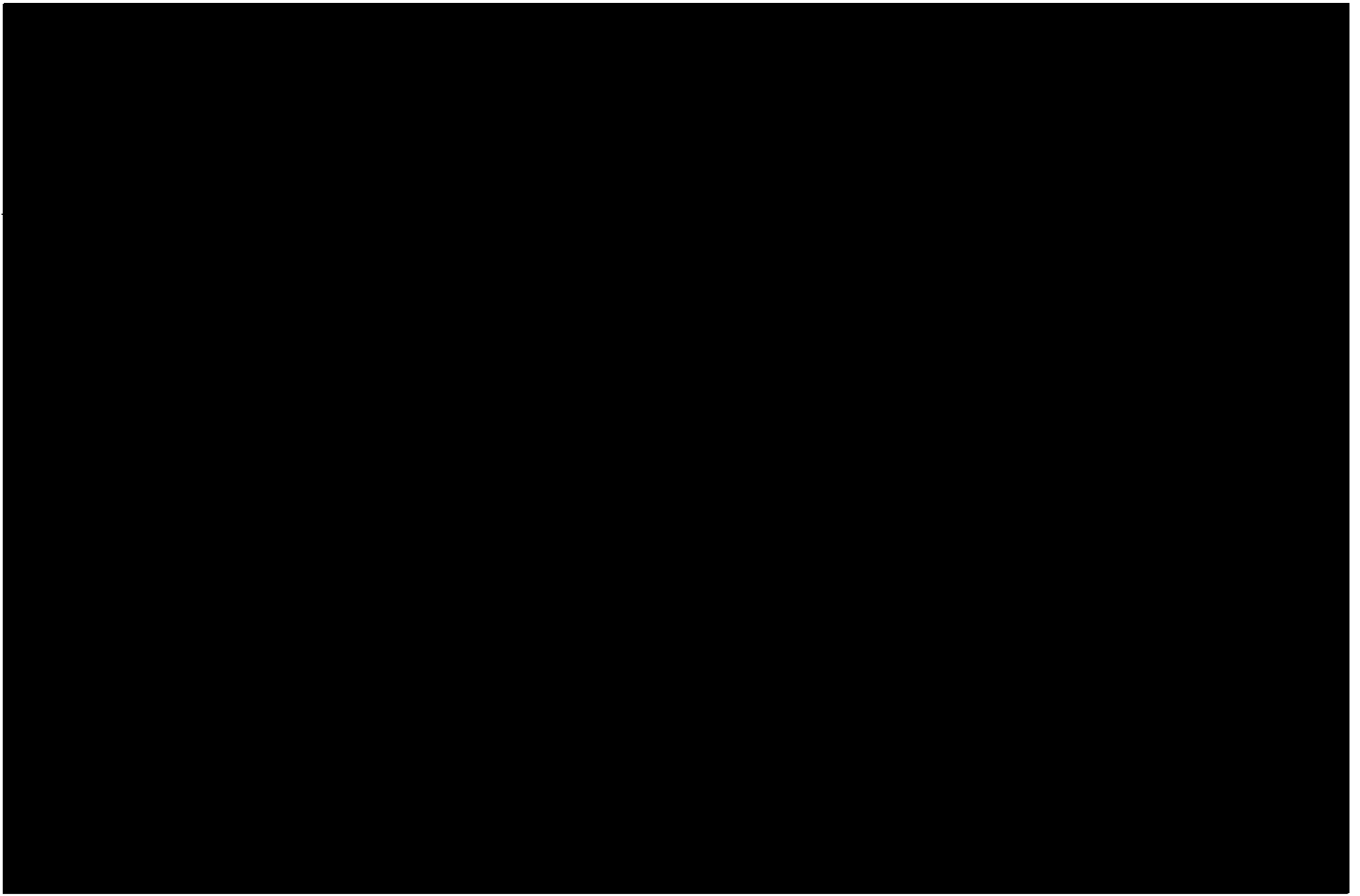
**EXHIBIT B**



**Confidential**  
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INTUIT\_056708  
Confidential

**Schedule A**



**Confidential**  
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2364.86  
INTUIT\_056709  
Confidential